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BEFORE THE  
ILLINOIS COMMERCE COMMISSION

TRI-COUNTY ELECTRIC COOPERATIVE, ) DOCKET NO.  
INC. ) 05-0767  
-vs- )  
ILLINOIS POWER COMPANY )  
d/b/a AmerenIP )  
Complaint under the Electric )  
Supplier Act. )

Springfield, Illinois  
Wednesday, January 12, 2011

Met, pursuant to notice, at 9:30 a.m.

BEFORE:

MR. LARRY JONES, Administrative Law Judge

APPEARANCES:

MR. JERRY TICE and  
MR. KEVIN D. TIPPEY  
GROSBOLL, BECKER, TICE, TIPPEY & BARR  
101 East Douglas  
Petersburg, Illinois 62675

(Appearing on behalf of  
Tri-County Electric Cooperative,  
Inc.)

SULLIVAN REPORTING COMPANY, by  
Carla J. Boehl Reporter  
CSR #084-002710

1        APPEARANCES:            (Continued)

2           MR. SCOTT HELMHOLZ and  
3           MR. JEFFREY R. BARON  
4           BAILEY & GLASSER, LLP  
5           One North Old State Capitol Plaza  
6           Suite 560  
7           Springfield, Illinois    62701

8                                    (Appearing on behalf of Illinois  
9                                    Power Company d/b/a AmerenIP)

10          MR. GARY L. SMITH  
11          LOEWENSTEIN, HAGEN & SMITH, P.C.  
12          1204 South Fourth Street  
13          Springfield, Illinois 62703

14                                    (Appearing on behalf of Citation  
15                                    Oil & Gas)

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1		<u>I N D E X</u>			
2					
3	<u>WITNESS</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>
4	MARCIA SCOTT				
5	By Mr. Tice	490		581	
6	By Mr. Baron		499		611
7	By Mr. Smith		562		618
8	DENNIS IVERS				
9	By Mr. Tice	626		679	
10	By Mr. Baron		631		687
11	By Mr. Smith		673		
12	BRADLEY DALE GRUBB				
13	By Mr. Tice	694		713/725	
14	By Mr. Baron		699		724
15					
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		<u>EXHIBITS</u>	
		<u>MARKED</u>	<u>ADMITTED</u>
	Tri-County A (A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8)	e-Docket	498
	Tri-County B (A-6, B-1, B-2)	e-Docket	630
	Tri-County E (E-1, E-2, E-3)	e-Docket	498
	Tri-County H (G-1, H-1)	e-Docket	498
	Tri-County I (B-2)	e-Docket	630
	AmerenIP Cross 1	536	623
	AmerenIP Cross 9	552	623
	AmerenIP Cross 10	667	693



1 East Douglas Avenue, Petersburg, Illinois 62675.

2 Phone number is (217) 632-2282.

3 JUDGE JONES: Thank you. We will move on to  
4 the other appearances, next on behalf of AmerenIP.

5 MR. HELMHOLZ: Thank you, Your Honor. My name  
6 is Scott Helmholtz, H-E-L-M-H-O-L-Z, attorney for the  
7 Ameren Illinois Utilities. Also with me today is the  
8 company representative Mr. Todd Masten, M-A-S-T-E-N,  
9 and engineering consultant Mr. Keith Malmedal,  
10 M-A-L-M-E-D-A-L, and Diane Blakeman who is a  
11 paralegal with my law firm is here also.

12 JUDGE JONES: Thank you.

13 MR. BARON: Jeff Baron with Bailey and Glasser,  
14 and I represent AmerenIP.

15 JUDGE JONES: Thank you. Mr. Smith?

16 MR. SMITH: Good morning, Judge. My name is  
17 Gary L. Smith and I am appearing on behalf of  
18 Citation Oil and Gas Corp. I have previously entered  
19 my address at a hearing.

20 JUDGE JONES: Thank you. Are there any other  
21 appearances?

22 MR. TICE: Yes, Judge, I neglected to advise

1     you that appearing in the conference room or the  
2     courtroom here with Tri-County is the engineer. We  
3     have Robert Dew, D-E-W, Jr., and also Marcia Scott,  
4     M-A-R-C-I-A, S-C-O-T-T, manager of Tri-County  
5     Electric Cooperative. Also present in the hearing  
6     room is Brad Grubb, G-R-U-B-B, and Dennis Ivers,  
7     I-V-E-R-S, both with Tri-County Electric Cooperative,  
8     Inc.

9             JUDGE JONES: Thank you. Are there any other  
10    appearances this morning?

11                             (No response.)

12                     Let the record show there are not, at  
13    least at this time.

14                     As the parties are well aware, we have  
15    had a lot of prehearing activity in this case. I  
16    don't think there should be too much in terms of  
17    preliminary matters to take up this morning before we  
18    move along with the witnesses. But I will double  
19    check with the parties at this time about that.

20                     Are there any preliminary matters the  
21    parties believe need to be taken up at this time  
22    before we proceed with the witness testimony?

1           MR. HELMHOLZ: Jerry, did you have anything?

2           MR. TICE: The only thing I have with respect  
3 to the second revised exhibit list of Tri-County, we  
4 had given notice that we would be presenting what we  
5 call Group Exhibit J which were some maps that had  
6 been provided by AmerenIP of the Salem Unit Oil Field  
7 concerning certain oil wells and the location of oil  
8 wells opened from the 1970s to the 1990s. We have  
9 not yet filed that. We would file that during the  
10 course of the proceeding.

11                       And then we would ask that  
12 administrative notice be taken of our Tri-County  
13 Group Exhibit Number AA-1 and 2, BB-1, CC-1 and 2.  
14 DD-1 and 2 and 3 and 4, 5, 6, 7, 8, 9. That's DD-1  
15 through 9. Those are also documents presented by IP  
16 in response to the data requests of Tri-County. We  
17 would be filing those probably in the appropriate  
18 time at the close of Tri-County's case, unless  
19 otherwise requested.

20           JUDGE JONES: Were those not already filed on  
21 e-Docket at one point?

22           MR. TICE: All of them except -- I don't think

1 J was because those were maps. I don't think J. It  
2 was a bunch of maps.

3 JUDGE JONES: Other than J?

4 MR. TICE: Yeah, I think other than J.

5 JUDGE JONES: The double letter ones?

6 MR. TICE: The double letter ones have been  
7 filed on e-Docket, yes.

8 JUDGE JONES: So if those have already been  
9 filed and are being offered in the same --

10 MR. TICE: I just would ask that they be  
11 admitted and I have -- as to J I will have six copies  
12 here. I do have them now, but no sense in going  
13 through them at this point.

14 JUDGE JONES: And are you offering those at  
15 this time or just letting the parties know?

16 MR. TICE: I am just letting the parties know I  
17 have them with me. I am prepared to offer them  
18 probably at the end of our case.

19 JUDGE JONES: Thank you. And if they are the  
20 same as was filed on e-Docket on an earlier date,  
21 then they need not be refiled on e-Docket or  
22 otherwise refiled with the Commission.

1                   Okay, thank you. Was there anything  
2 else of a preliminary nature?

3           MR. HELMHOLZ: Yes, Your Honor.

4           JUDGE JONES: Mr. Helmholtz?

5           MR. HELMHOLZ: A couple things that I would  
6 just like to let you know about our off-the-record  
7 conversation this morning. We hope to start and  
8 finish three witnesses today. It is hard to predict  
9 whether we will get done earlier or late. I  
10 apologize if we have any dead time, but we are going  
11 to stop after the third witness today.

12                   And the other preliminary matter I  
13 would like to mention is I would like to move to  
14 exclude all fact witnesses, except the parties have  
15 agreed that one consulting engineer can stay and one  
16 company representative, obviously.

17           MR. TICE: Is there is a room where Brad Grubb  
18 and Dennis Ivers can wait, Judge?

19           JUDGE JONES: We can make a room available.  
20 Let me check with you first. Is this being done by  
21 agreement of the parties, the exclusion of witnesses  
22 who have not yet testified?

1           MR. TICE:   That's fine with Tri-County.

2           MR. SMITH:   And that will apply throughout the

3 case, is that the matter here?

4           MR. TICE:   I assume it would apply throughout

5 the case.

6           MR. SMITH:   Just as long as the same thing when

7 we convene in February, that will be the same, okay.

8           MR. TICE:   Unless you won't have any -- your

9 people will be sequestered.

10          MR. SMITH:   I will have a company witness in

11 the February hearings.

12          MR. TICE:   Who will that be.

13          MR. SMITH:   Mr. Bing.

14          MR. TICE:   Other than that, Jeff Lewis, Michael

15 Garden, Josh Kull?

16          MR. SMITH:   Correct. I just wanted to clarify

17 all that, what we are talking about.

18          MR. TICE:   Do they have a place they can go

19 now?

20          JUDGE JONES:   We will make one available.

21                               (Whereupon the hearing was in a

22                               short recess.)

1 JUDGE JONES: Were there any other preliminary  
2 items before we move ahead with the witnesses?

3 MR. TICE: I don't believe so for Tri-County,  
4 Your Honor.

5 JUDGE JONES: Okay, thank you. Is Tri-County  
6 ready to call its first witness?

7 MR. TICE: Yes, we are. Did you want to have  
8 any kind of opening statements or not, Judge? It  
9 makes no difference to me. If you want to just move  
10 on to the witnesses, that's fine.

11 JUDGE JONES: If the parties were wanting to  
12 present short opening statements, we will allow that.  
13 Or if you want to reserve the right and reserve doing  
14 it a little bit later, that's okay, too. I am okay  
15 with either way.

16 MR. TICE: We will move right to our direct  
17 testimony. I would like to call Marcia Scott as a  
18 witness. Would you come forward and be sworn,  
19 please?

20 JUDGE JONES: Please stand and raise your right  
21 hand, please.

22 (Whereupon the witness was duly

1                               sworn by Judge Jones.)

2               JUDGE JONES:   Thank you.   Please have a seat.

3                               Let me mention one thing up front

4   before we go any further, and pardon the

5   interruption.   We have the exhibit list, of course,

6   which contains a lot of identifying information,

7   including attachments to testimony.   As far as I am

8   concerned, as long as the exhibits or attachments

9   that are attached to the testimony are all identified

10   by the witness in the testimony, it is not necessary

11   that attorneys walk the witnesses through each of

12   those attached exhibits after identifying the

13   testimony.   But if you prefer to do that, I will

14   leave that up to you.   But it will not be required as

15   long as the witness identifies the testimony and the

16   testimony identifies the attached exhibits.

17                               So with that, your witness.

18               MR. TICE:   Thank you.

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MARCIA SCOTT

called as a witness on behalf of Tri-County Electric Cooperative, Inc., having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. TICE:

Q. Would you state your name, please.

A. Marcia Scott.

Q. And you are the General Manager for Tri-County Electric Cooperative Incorporated?

A. Yes, I am.

Q. The plaintiff in this case, is that correct?

A. That is correct.

Q. Marcia, I am going to hand to you a file-stamped copy of Tri-County Cooperative, Inc., Exhibit A which purports to be your testimony, your direct testimony, in this case. And attached to that direct testimony are Exhibits A-1, A-2, A-3, A-4, A-5, A-6, A-7 and A-8. Is Exhibit A with the attached Exhibits 1 through 8 your sworn direct testimony in this docket?

1           A.    Yes, it is.

2           Q.    Is it true to the best of your information  
3   and knowledge?

4           A.    Yes, it is.

5           Q.    Are there any corrections you wish to make  
6   to that Exhibit A, your prepared direct testimony, at  
7   this time?

8           A.    No.

9           Q.    I am going to hand you also what has been  
10   marked as Tri-County Exhibit E which purports to be  
11   your prepared rebuttal testimony and ask you to take  
12   a look at that, if you would.  Attached to Exhibit E  
13   are Tri-County Exhibits D-1 -- I am sorry, are E-1,  
14   E-2 and E-3.  Is the prepared rebuttal testimony  
15   marked as Exhibit E with the accompanying exhibits  
16   attached your prepared rebuttal testimony in this  
17   docket?

18          A.    Yes, it is.

19          Q.    Is it true and correct?

20          A.    There is one correction.

21          Q.    All right.  And where is that correction?

22          A.    On page 3, line 4, I state "annual usage"

1       and that is "monthly usage."

2               Q.    So you are correcting the word "annual" to  
3       say "monthly," is that correct?

4               A.    Yes, that is correct.

5               Q.    Other than for that correction and change  
6       is your prepared rebuttal testimony in this case  
7       marked Exhibit E and the accompanying attachments  
8       true and correct to the best of your information and  
9       knowledge?

10              A.    Yes, it is.

11              Q.    I am going to hand you what's been marked  
12       as Prepared Supplemental Rebuttal Testimony of Marcia  
13       Scott marked Tri-County Exhibit H and attached to  
14       that testimony is Exhibit G-1 and H-1.  Is your  
15       prepared supplemental rebuttal testimony marked  
16       Exhibit H true and correct to the best of your  
17       information and knowledge?

18              A.    Yes.  Yes, it is.

19              Q.    Are there any corrections or changes you  
20       wish to make to that today?

21              A.    No.

22              Q.    And is the same true with respect to

1 Exhibit G-1 that you have attached and Exhibit H-1?

2 A. Yes.

3 MR. TICE: I have no other questions of Marcia  
4 Scott on direct and would submit the Tri-County  
5 exhibits sponsored by the witness into evidence and  
6 tender her for cross examination.

7 JUDGE JONES: Are there any objections to the  
8 testimony and other exhibits sponsored by Ms. Scott  
9 and just identified by Ms. Scott?

10 MR. BARON: Your Honor, AmerenIP has objections  
11 to certain portions of Ms. Scott's direct, rebuttal  
12 and supplemental rebuttal testimony. We have a  
13 motion here. We would seek leave to file this later  
14 today. There are certain portions in all three filed  
15 testimonies that we believe is inadmissible. She  
16 testifies to the legal effect of the parties' Service  
17 Area Agreement. She also testifies about the legal  
18 fact of certain statements made by AmerenIP  
19 witnesses; and last she opines about the motives of  
20 certain AmerenIP witnesses. We believe that's all  
21 highly prejudicial and inadmissible legal  
22 conclusions.

1                   As to each motion we have identified  
2   by page and line which portions we believe are  
3   inadmissible and we would also -- we assume that you  
4   will take this motion with the case, and we seek  
5   leave to file a memorandum in support at the close of  
6   evidence.

7           JUDGE JONES:   Okay, thank you.   Mr. Tice, any  
8   comments as to the procedural manner with which to  
9   handle this?

10          MR. TICE:   Tri-County objects to the filing of  
11   the motion to strike testimony.   This direct  
12   testimony has been on file for over a year.   Illinois  
13   Power has had possession of it and has taken  
14   depositions of the witnesses with respect to the  
15   same.   This motion, I think procedurally, should have  
16   been filed prior to this time so the matter could  
17   have been argued and resolved prior to the time the  
18   witness took the stand and this case was called for  
19   trial.   That's the purpose of filing prepared  
20   testimony, is to have those matters taken care of  
21   before the witness takes the stand.

22                   I have not had an opportunity to

1 review or even identify the particular portions of  
2 the direct, rebuttal or supplemental rebuttal  
3 testimony of Marcia Scott to which IP is now making  
4 objection to the admission of such testimony, and,  
5 therefore, am unable to respond adequately to that  
6 motion to strike at this point in time.

7 I understand that IP is asking to have  
8 this motion taken with the case quite a bit later,  
9 but I think that belies the point that this motion is  
10 not timely under the circumstances and the procedure  
11 by which this case has been handled.

12 JUDGE JONES: Thank you. Well, we are not  
13 going to argue this or get drawn into a big argument  
14 on this at this time. I think that would be  
15 counterproductive in terms of proceeding with these  
16 witnesses.

17 It does raise some things that need to  
18 be dealt with. There is objections that go to  
19 timeliness and there is objections that potentially  
20 go to the substance of the objections themselves. So  
21 we will need to do some scheduling at some point to  
22 get these addressed in some appropriate manner, both

1 with respect to timeliness and substance.

2 For today's purposes, at least for  
3 purposes of dealing with this at this stage of this  
4 hearing, we will proceed with the cross examination  
5 of the witness. If there are cross examination  
6 questions or potential cross examination questions  
7 with respect to the portions that the movant wants  
8 stricken, the counsel for movant will just have to  
9 determine whether or not it wants to proceed with  
10 those questions today or not. This will be the  
11 opportunity to do it. So we will not defer cross  
12 examination on objected-to portions until a later  
13 date. If there is cross, potential cross, on those  
14 portions, today would be the day to do so.

15 If passages, questions and answers,  
16 get into the transcript which would later be affected  
17 by the ruling on these motions, then parties will  
18 have some opportunity to address that and move to  
19 strike portions of the transcript if they believe  
20 doing so would be consistent with whatever ruling  
21 eventually is made with respect to this motion or  
22 motions.

1                   So exactly when this will be dealt  
2   with or how remains to be resolved. But I think  
3   arguing it at this time would be potentially too time  
4   consuming and would delay the cross examination of  
5   witnesses today, this witness and others. We will  
6   need to get back to the question of how the  
7   addressing of the motion will be scheduled, and  
8   whether we do that yet today or some other day  
9   remains to be seen.

10                   So having said all that, are there any  
11   questions about how that works?

12           MR. SMITH: Yes, Judge. Just on behalf of  
13   Citation I want to concur in all three motions.

14           JUDGE JONES: Okay, thank you. Any questions  
15   about the process?

16                                   (No response.)

17                   Let the record show there are not, at  
18   least as of now. So what we will do at this time is  
19   make a ruling on the motion to admit the testimony to  
20   the extent that that's possible.

21                   Before I do that, are there any other  
22   objections with respect to the testimonies and

1 exhibits sponsored by Ms. Scott?

2 (No response.)

3 Let the record show there are not.

4 Let the record show that the testimonies and exhibits  
5 sponsored by Ms. Scott and identified by her this  
6 morning are admitted into the evidentiary record  
7 subject to rulings to be made with respect to the  
8 motions to strike. So the testimony and exhibits  
9 that are not subject to the motions to strike are  
10 admitted as presented and filed. Portions which are  
11 subject to the motions to strike will be dealt with  
12 and ruled upon at a later point in time.

13 (Whereupon Tri-County Exhibit A  
14 with Attachments A-1 through  
15 A-8, Exhibit E with Attachments  
16 E-1, E-2, E-3, and Exhibit H  
17 with Attachments G-1, H-1 were  
18 admitted into evidence.)

19 Any questions about that process  
20 before we proceed with questions?

21 MR. HELMHOLZ: No, sir.

22 JUDGE JONES: Thank you. So are there any

1 cross examination questions for Ms. Scott?

2 MR. BARON: There are, Your Honor.

3 JUDGE JONES: Mr. Baron.

4 CROSS EXAMINATION

5 BY MR. BARON:

6 Q. Ms. Scott, are you familiar with the Salem  
7 Unit?

8 MR. TICE: Sorry, I didn't hear. Salem what?

9 Q. Unit.

10 A. I am familiar with what we have been told  
11 the Salem Unit is. Most of my familiarity comes from  
12 information I have learned in this case.

13 Q. Okay. You have been familiar with the  
14 Salem Unit, though, since at least 1998, isn't that  
15 correct?

16 A. I was familiar that there was an oil field  
17 in that area.

18 Q. And today you are familiar with the  
19 boundaries of the Salem Unit?

20 A. On a map, yes.

21 Q. When you say e-map --

22 A. On the maps that are in this case, yes.

1           Q.    I would like to show you Exhibit A-3 of  
2 your testimony.

3           MR. HELMHOLZ:  Your Honor, do you have access  
4 to the newest version of A-3 that was part of the  
5 testimony?  Would you like me to -- I have a small  
6 one.

7           MR. BARON:  We have a copy.

8           JUDGE JONES:  I have the copy that was served.

9                       Let me mention one other thing now,  
10 too, while we are at it.  As mentioned by counsel at  
11 an earlier status hearing, it was noted there are  
12 some over-sized exhibits, some of which are in color,  
13 and the exhibits that were offered, is it intended  
14 that those exhibits sponsored by Ms. Scott are being  
15 offered in the same form, size and color that they  
16 were offered as they were filed?  Is that the intent?

17          MR. TICE:  Yes, they are being offered the same  
18 size as what we had attached to her exhibit, her  
19 direct testimony.

20          JUDGE JONES:  Regardless of what is on  
21 e-Docket, that's the intent.  All the exhibits that  
22 were filed in color and/or over-sized versions are

1 intended to be put into the record, to the extent  
2 they make it into the record, in the form that they  
3 were filed.

4 MR. TICE: Yes, that's correct.

5 MR. SMITH: Which, just for clarity, Your  
6 Honor, is in paper form. I mean, we are not doing it  
7 electronically. It is in the paper form is what we  
8 are talking about, correct?

9 MR. BARON: Well, one issue that we had on  
10 e-Docket were the exhibits were black and white, but  
11 when they were produced to the parties, they were in  
12 color. So we are trying to figure out a way to  
13 resolve that.

14 JUDGE JONES: Right. I thing one thing that  
15 was discussed, and I don't know that we ever really  
16 determined exactly how that will be handled and there  
17 is still sufficient opportunity to do it, was to make  
18 some kind of notation on the exhibit list identifying  
19 those exhibits that are color exhibits or over-sized  
20 color exhibits that are essentially being offered in  
21 the form in which they were sent in and circulated to  
22 parties, and that can still be done. I think that we

1     need to update or tweak the exhibit list to reflect  
2     that and that will provide kind of a list that shows  
3     exactly which ones are to be admitted in the original  
4     form in which they were filed as opposed to how they  
5     show up on e-Docket which is essentially black and  
6     white letter-sized versions of them that are in  
7     there.

8                     There was a question that arose as to  
9     how many copies of those would eventually be needed  
10    for the Clerk's Office and we still need to figure  
11    that one out, that is, one copy versus three. It may  
12    depend in part on whether that would require extra  
13    work and cost on the part of the parties to come up  
14    with other copies of that. But I think we probably  
15    have what we need for today's purposes to move ahead.

16                    Let me make sure. Are there any  
17    questions about how those colored or over-sized  
18    colored maps and photographs will be handled and  
19    which ones are actually headed for the evidentiary  
20    record? I think you have clarified it.

21                    MR. BARON: Yeah, and just one more point.  
22    This is just a demonstrative exhibit. We are not

1     going to actually offer the full size, this blown-up  
2     exhibit, into evidence.

3             MR. TICE:   Are you certifying that it is  
4     exactly the same as Exhibit A-3 with Mrs. Scott's  
5     direct testimony?

6             MR. BARON:   Yes.

7             MR. TICE:   Because she has Exhibit A-3 in front  
8     of her, as does everyone at the table and Judge  
9     Jones.

10            MR. BARON:   I understand that.   This is so  
11     everybody can see exactly what we are talking about  
12     as we discuss this exhibit.

13            JUDGE JONES:   You are saying that's an enlarged  
14     version of Exhibit A-3, is that what that is?

15            MR. BARON:   Yes.

16            JUDGE JONES:   Is that acceptable?

17            MR. TICE:   If he verifies it is, certifies it  
18     is.

19            MR. BARON:   Yes.

20            JUDGE JONES:   All right.   Anything else on that  
21     before Mr. Baron proceeds with any questions on it?

22            MR. SMITH:   I just want to see where he is

1     going to point to, get a little better view, Judge

2             JUDGE JONES:   Sure, that's all right.  Do you

3     need a minute or is it all right with you if he goes

4     ahead?

5             MR. TICE:   Yeah, sure.  I have no objection.

6             JUDGE JONES:   All right.  Go ahead.

7             BY MR. BARON:

8             Q.    Is this a bad angle for you to see?

9             A.    No, it is fine.

10            Q.    And Exhibit A-3, can everybody else see

11     this, the demonstrative?

12            You had Exhibit A-3 prepared, is that

13     correct?

14            A.    Yes, that is correct.

15            Q.    And you had Tri-County prepare that?

16            A.    Yes.

17            Q.    And the gold outline on Exhibit A-3, is it

18     your understanding that's the approximate Citation

19     Oil Salem Unit boundary?

20            A.    Yes, that's what we have been told.

21            Q.    And then also there is a green line on

22     Exhibit A-3 that looks sort of like a broken L that

1 runs right through the middle of this Salem Unit.

2 And is that your understanding of the AmerenIP and  
3 Tri-County boundary lines?

4 A. Yes. There are additional rule lines on  
5 that which are also boundary lines.

6 Q. You are referring to there is a green line  
7 at the very bottom of this Exhibit A-3 and also on  
8 the top, I guess it would be the left-hand corner?

9 A. Yes.

10 Q. And you understand that the unit operator  
11 of the Salem Unit, they have their own distribution  
12 system in the Salem Unit?

13 A. I understand that is what we have been  
14 told.

15 Q. You have known that since 1998?

16 MR. TICE: Done what since 1998?

17 Q. That the unit operator has their own  
18 distribution system?

19 A. Yes. I wouldn't say I knew the extent, but  
20 I knew they had one. I was told they had one.

21 Q. And Tri-County, they have also distribution  
22 lines that run throughout this Salem Unit, is that

1 correct?

2 A. Yes, sir, we do.

3 Q. And Tri-County, they have lines through  
4 this area because they serve customers within this  
5 area?

6 A. That is correct.

7 Q. And also on this map there is a little red  
8 dot saying Citation Office. Does Tri-County supply  
9 electricity to the Citation Office?

10 A. Yes, we do.

11 Q. And they have supplied that since 1998?

12 A. Yes, that is correct.

13 Q. And in order for Citation to purchase  
14 electricity from Tri-County, they had to apply for  
15 electric service?

16 A. Yes.

17 Q. And in 1998 Citation had to complete an  
18 application?

19 A. An application for membership, yes.

20 Q. And agreement for purchase of electric  
21 service?

22 A. Yes.

1 Q. Do you have Exhibit A-4?

2 A. Yes, I do.

3 MR. BARON: Your Honor, do you need a copy of

4 Exhibit A-4? It should be attached to her direct

5 testimony.

6 JUDGE JONES: A-4, I do not. Thank you.

7 MR. BARON: You don't need a copy or you do?

8 JUDGE JONES: I have one, thanks.

9 BY MR. BARON:

10 Q. Have you seen Exhibit A-4 before?

11 A. Yes.

12 Q. And is this the application for membership

13 and agreement for purchase of electric service?

14 A. Yes.

15 Q. And pursuant to the agreement it says that

16 "Acceptance of this application by Cooperative," and

17 that's paragraph 7, "shall constitute a contract for

18 electric service between Applicant and Cooperative

19 which shall continue in force for one year." Did I

20 read that correctly?

21 A. Yes.

22 Q. And this was signed by Citation?

1           A.    Yes.

2           Q.    And this was for electric service just to  
3   the office complex?

4           A.    Yes.

5           Q.    And Citation, they had to make a deposit of  
6   \$130?

7           A.    Yes, it appears that way.

8           Q.    And this application was completed on  
9   December 10, 1998?

10          A.    Yes.

11          Q.    Also a staking sheet was prepared in  
12   connection with the office, wasn't it?

13          A.    Yes.

14          Q.    And that's Exhibit A-7 to your testimony?

15          A.    No, sir.

16          Q.    Have you seen Exhibit A-7 before?

17          A.    Yes, I have.

18          Q.    And you understand that this is the staking  
19   sheet to the office complex?

20          A.    No.   What I have under A-7 is a 1948  
21   staking sheet, and that is when we upgraded the  
22   single phase line immediately south and adjacent to

1 the Citation Gas Plant, where we upgraded it from a  
2 single-phase line to a three-phase line in 1948.

3 MR. TICE: Your Honor, I can shorten this.

4 There was no staking sheet that was presented as an  
5 exhibit by Tri-County with respect to the preparation  
6 or the construction of the extension of electric  
7 service by Tri-County to the Citation office. That  
8 has been produced in discovery to IP, but Tri-County  
9 did not make it an exhibit in their case. The  
10 staking sheets attached are as Ms. Scott has  
11 identified in her testimony and relate to the  
12 Tri-County line, three-phase line, running east and  
13 west immediately south of the Citation office,  
14 Citation Gas Field.

15 BY MR. BARON:

16 Q. You understand that a staking sheet was  
17 prepared for the office?

18 A. Yes.

19 Q. And the staking sheet was necessary to show  
20 what Tri-County needed to construct to provide power  
21 to the office?

22 A. Yes, it is necessary before crews

1       construct, yes.

2               Q.    And Tri-County, they require a staking  
3       sheet prepared so they will know how to get from  
4       their own distribution system to the customer's  
5       building?

6               A.    Yes, before construction commences, yes.

7               Q.    And the staking sheet lays out the  
8       materials needed to build the job?

9               A.    Yes.

10              Q.    You testify in your direct testimony that  
11       Citation first contacted Tri-County about electricity  
12       for a gas plant with a telephone call between Dennis  
13       Ivers and Clyde Finch?

14              A.    Yes.

15              Q.    Now, you didn't participate, though, in  
16       this telephone call?

17              A.    I did not.

18              Q.    And you don't have personal knowledge of  
19       what was said during the telephone call?

20              A.    Just what was reported to me.

21              Q.    And prior to -- yeah, but that is not  
22       personal knowledge, correct?

1           A.    Correct.

2           Q.    And prior to this call no one at Citation  
3           contacted you about electricity at the gas plant,  
4           correct?

5           A.    No.

6           Q.    You next testify about a meeting between  
7           Brad Grubb of your office and Michael Garden of  
8           Citation that occurred on the same day as the  
9           telephone call of February 18, 2005?

10          A.    That is correct.

11          Q.    And you weren't at this meeting?

12          A.    I was not.

13          Q.    You don't have personal knowledge of what  
14          was discussed at the meeting?

15          A.    Just what was reported to me.

16          Q.    That's not personal knowledge, correct?

17          A.    That is correct.

18          Q.    You then testify that Mr. Grubb wrote a  
19          letter to Mr. Garden on February 18, 2005?

20          A.    Yes.

21          Q.    And you attach that to your testimony as  
22          Exhibit C-2?

1           A.     Yes.

2           MR. TICE:   What exhibit did you refer to?

3           MR. BARON:   It is C-2.

4           MR. TICE:   That's on Brad Grubb's direct  
5 testimony, correct?

6           MR. SMITH:   No, it is part of hers as well.

7           MR. BARON:   I thought it was hers as well.

8           MR. TICE:   I am sorry.

9           MR. BARON:   That's what I have as an  
10 attachment.

11          MR. TICE:   It could be.   Yep, you are right.  
12 Sorry.

13          MR. BARON:   Your Honor, do you need a copy of  
14 Exhibit C-2.

15          JUDGE JONES:   I have it.   Thank you.

16          BY MR. BARON:

17          Q.     And you didn't write this letter, correct?

18          A.     No.

19          Q.     The purpose -- and your understanding of  
20 the purpose of this letter, though, was to let  
21 Citation know what amounts it would need to  
22 contribute to have construction of electricity to the

1 gas plant?

2 A. Yes.

3 Q. And in the letter it provides that there  
4 would be \$6 per foot for lines and also \$4,020 for a  
5 transformer?

6 A. That is correct.

7 Q. And Tri-County -- or Citation, though,  
8 never agreed to pay this amount, correct?

9 A. Not that I am aware of.

10 Q. You have no records that Citation paid this  
11 amount, do you?

12 A. No.

13 Q. And Tri-County, they have a policy that  
14 when a contribution is required, it will not begin  
15 construction for new service until the potential  
16 customer pays?

17 A. Generally speaking.

18 Q. So generally that's the rule, that they  
19 require contribution before they will release it for  
20 construction, correct?

21 A. Generally, but there is no hard and fast  
22 rule. That's a general practice. I wouldn't say it

1 happens every time.

2 Q. But it is a general practice?

3 A. Yes.

4 Q. You next testify about a meeting on March  
5 10, 2005, between Brad Grubb and then two individuals  
6 at Citation, Mike Garden and Clyde Finch. You  
7 weren't present at that meeting, correct?

8 A. That is correct.

9 Q. And you don't have personal knowledge of  
10 what was discussed at the meeting?

11 A. Only what was reported to me.

12 Q. So no personal knowledge?

13 A. That is correct.

14 Q. In your direct testimony as well on pages 7  
15 through 8 you identified a series of e-mails among  
16 AmerenIP employees, is that correct?

17 A. Yes.

18 Q. And you were not a recipient or CC'd on any  
19 of these e-mails when they were sent, correct?

20 A. No.

21 Q. You didn't receive copies of these e-mails  
22 until after the lawsuit was filed and you received

1       them through discovery, correct?

2           A.    Correct.

3           Q.    And you didn't rely on any of these e-mails

4       during the spring or summer of 2005, correct?

5           A.    That is correct.

6           Q.    On page 8 of your testimony, line 4 --

7           MR. SMITH:   Is this Part A?

8           MR. BARON:   Well, this is direct.   It would be

9       Exhibit A on page 8, line 4.

10          Q.    You reference a telephone conference

11       between Jeff Lewis and Pearce or Pearson at Citation

12       and then Conrad Siudyla and Mike Tatlock and Todd

13       Masten at AmerenIP.   You didn't participate in this

14       telephone conference, correct?

15          A.    No, I did not.

16          Q.    And when you are referring to this

17       telephone conference are you referring to Exhibit

18       A-5?

19          A.    I am referring to -- we learned it through

20       the discovery process.   I will have to look and see.

21       Yes, A-5.

22          Q.    It's an e-mail that's attached to your

1 testimony as Exhibit A-5?

2 A. Yes.

3 Q. And it's, I guess, the very last page of

4 Exhibit A-5, the very last e-mail, Tuesday, June 21,

5 2005, correct?

6 A. Yes.

7 Q. And you didn't receive this e-mail or it is

8 copied on whoever it was sent, right?

9 A. That is correct.

10 Q. And I think you said that you received this

11 through the discovery process after suit was filed?

12 A. Yes.

13 Q. And you have no personal knowledge of the

14 e-mail?

15 A. Just what's written down.

16 Q. So no personal knowledge, correct?

17 A. I don't know how to answer that question.

18 Q. Well, I think you testified you didn't

19 participate in the telephone conference?

20 A. That is true.

21 Q. And you don't even know who was present for

22 the telephone conference, do you?

1 MR. TICE: Objection.

2 Q. You don't have any personal knowledge of  
3 who had participated in the telephone conference?

4 A. What I know is what the e-mail says.

5 Q. And that's -- but you have no personal  
6 knowledge, isn't that correct?

7 MR. TICE: That question has been asked and  
8 answered.

9 A. I know what the e-mail says.

10 Q. I understand that's your response, but  
11 that's not an answer to the question. The question  
12 is, you didn't participate in this telephone  
13 conference; you have no personal knowledge of the  
14 telephone conference?

15 MR. TICE: She has already answered. That  
16 question has been asked; she has already answered it.  
17 I object to it.

18 JUDGE JONES: Any response?

19 MR. BARON: Not other than I don't believe that  
20 there has been a response to that question. My  
21 understanding is the response has been to this point  
22 that only what's in the e-mail.

1           MR. TICE:   And counsel has asked the witness if  
2   she has --

3           JUDGE JONES:   Let him finish.

4           MR. TICE:   I am sorry.

5           MR. BARON:   And I move to strike the response  
6   up to this point as not responsive.   I didn't ask her  
7   whether she read the e-mail.   I asked her her  
8   personal knowledge of this telephone conference on  
9   June 21, 2005.

10          JUDGE JONES:   I think the witness has tried to  
11   answer the question as it was asked.   There may be  
12   some confusion over terms, but I think the witness  
13   has made an effort to answer the specific questions  
14   that are asked.   So I think if you want to pursue the  
15   line of questioning, you may.   But I won't instruct  
16   the witness to try again to answer that specific  
17   question.

18                        So I guess to the extent that there  
19   was an objection there, it is sustained without  
20   prejudice to your continuing with the line of  
21   questioning to see what you can find out.

22          BY MR. BARON:   Okay.   Thank you, Your Honor.

1           Q.    On -- and just one more question with this  
2   e-mail.   With this June 21, 2005, e-mail which is the  
3   last page of Exhibit A-5, four paragraphs down the  
4   second, third sentence, it says, "With Mike on  
5   vacation I told him a meeting with us would not be  
6   possible."   If Mike Tatlock was on vacation, would  
7   you have any evidence to suggest that he still  
8   participated in a telephone conference on June 21?

9           MR. TICE:   I am going to object, Your Honor,  
10   until -- I am not sure which paragraph counsel is  
11   referring to in the June 21, 2005, e-mail, IP e-mail,  
12   that is part of Exhibit A-5.   Which paragraph are  
13   you --

14          MR. BARON:   I stated it is the fourth paragraph  
15   down.

16          MR. TICE:   And --

17          MR. BARON:   And it starts with "Citation has a  
18   meeting scheduled with Tri-County tomorrow."

19          MR. TICE:   So you are referring to the last  
20   sentence of the fifth paragraph?

21          MR. BARON:   Correct.

22          MR. TICE:   All right.   Do you know which

1 sentence he is referring to, Marcia?

2 THE WITNESS: Yes, I do. I am sorry, you are  
3 going to have to repeat the question.

4 BY MR. BARON:

5 Q. Do you have any evidence that Mike Tatlock  
6 participated in this June 21 telephone conference if  
7 he in fact was on vacation?

8 A. I do not know. It says with Mike on  
9 vacation; I don't know if that means he was on  
10 vacation the day that we were going to -- they wanted  
11 to meet with us or this day. I could not know.

12 Q. And likewise on your rebuttal testimony,  
13 page 8, starting on line 18, this would be Exhibit E.

14 MR. TICE: This is rebuttal testimony?

15 MR. BARON: Yes.

16 MR. TICE: What line?

17 MR. BARON: Starting with line 18 or actually  
18 line 21, sorry.

19 Q. Did you get a chance to look at that?

20 A. You are on my rebuttal testimony, page 8,  
21 line 20?

22 Q. It is page 8, line 21.

1           A.    Okay, I am there.

2           Q.    And there is a reference to a July 14,  
3   2005, note.  I believe it is an e-mail you are  
4   referring to?

5           A.    Yes.

6           Q.    And that e-mail, it is Exhibit E-3 to your  
7   testimony?

8           A.    Yes.

9           Q.    And you weren't sent this or copied on this  
10   July 14, correct?

11          A.    That is correct.

12          Q.    And you have no personal knowledge of the  
13   contents of the e-mail?

14          A.    Just what I read in the e-mail.

15          Q.    You weren't involved in any discussions  
16   between these parties at that time, internal  
17   discussions with Jon Carls or Mike Tatlock or Todd  
18   Masten?

19          A.    No.

20          Q.    Your testimony indicates that the first  
21   time you had discussions with Citation about the gas  
22   plant was in June 2005, is that correct?

1           A.    That is correct.

2           Q.    And it was at a meeting at Tri-County's  
3   headquarters?

4           A.    That is correct.

5           Q.    And you and Brad Grubb of Tri-County were  
6   present?

7           A.    Yes.

8           Q.    And also Jeff Lewis and Ed Pearce with  
9   Citation?

10          A.    Yes.

11          Q.    And at the meeting Tri-County, they wanted  
12   to extend -- or strike that.

13                   Citation wanted to extend its own  
14   distribution line from the proposed gas plant to  
15   AmerenIP's substation?

16          A.    Well, they requested that Tri-County allow  
17   Citation to build their own distribution line to the  
18   gas plant.

19          Q.    So the answer to my question is yes, they  
20   requested to extend their own distribution system  
21   from the gas plant to the AmerenIP substation?

22          A.    No.  I believe they requested to allow

1 Citation to build its own distribution lines to the  
2 gas plant. I don't believe they ever stated  
3 specifically from the substation or from the end of  
4 another one of their distribution lines. I don't  
5 think that was specifically stated.

6 Q. You understood, though, that they wanted at  
7 this point to get electricity from AmerenIP?

8 A. Yes.

9 Q. And at the meeting they weren't --  
10 Tri-County wasn't requesting to purchase electricity  
11 from Tri-County?

12 A. They were asking Tri-County to allow them  
13 to build, to extend their own distribution line.

14 Q. To receive electricity from AmerenIP?

15 A. Yes.

16 Q. And at this meeting the Citation employees,  
17 they never discussed the gas compressors, correct?

18 A. That is correct, they did not.

19 Q. And Tri-County didn't learn about the gas  
20 compressors until after the lawsuit was filed?

21 A. That is true.

22 Q. The next time that you spoke to Citation

1 was at a meeting onn July 5, correct?

2 A. Yes.

3 Q. July 5, 2005?

4 A. Yes.

5 Q. And you and Mr. Grubb and Dennis Ivers were

6 present for Tri-County?

7 A. Yes.

8 Q. And Ed Pearson and Jeff Lewis for Citation?

9 A. Yes.

10 Q. And then Todd Masten and Mike Tatlock for

11 AmerenIP?

12 A. Yes.

13 Q. And at this meeting Citation again

14 requested to extend its own distribution line to the

15 proposed gas plant and they requested to be connected

16 to AmerenIP?

17 A. Yes.

18 Q. And at the meeting Citation didn't request

19 that Tri-County supply the electricity to the gas

20 plant?

21 A. No.

22 Q. During the meeting Todd Masten, he never

1     made a statement that service to the gas plant was,  
2     quote unquote, a new point of delivery, correct?

3             A.    I don't believe he used those words, no.

4             Q.    And Mike Tatlock, he never made a statement  
5     that service to the gas plant would be, quote  
6     unquote, a new point of delivery, correct?

7             A.    No, he did not.

8             Q.    And whenever the parties were discussing  
9     service to the gas plant, you don't know what  
10    information that Todd Masten or Mike Tatlock relied  
11    on when they were discussing service, correct?

12            A.    Well, yes, I believe I did.

13            Q.    And did Todd Masten tell you what he was  
14    relying on?

15            A.    I don't know if he used the words, but I  
16    know what we always relied on and I know what they  
17    were relying on during the discussion, which was the  
18    Service Territorial Agreement.

19            Q.    Well, my question is, though, he never said  
20    that; he didn't use those words, correct?

21            A.    I cannot recall if he used those exact  
22    words or not.

1           Q.    Did he tell you he was relying on the  
2   Service Area Agreement?

3           A.    I cannot recall if he used those exact  
4   words or not.   That is what we always rely on when we  
5   discuss those issues.

6           MR. BARON:   I move to strike that answer as  
7   non-responsive.

8           MR. TICE:   I think the answer is responsive to  
9   the question, Your Honor.   I would ask that it be not  
10  stricken and that the request be denied.

11          JUDGE JONES:   Could I have the question and  
12  answer back, please, Ms. Reporter?

13                               (Whereupon the requested portion  
14                               of the record was read back by  
15                               the Reporter.)

16          JUDGE JONES:   I think the objected-to portion  
17  there goes to what presumably Tri-County relies on as  
18  opposed to the person that was the subject of the  
19  question.   So I think the question as asked drew an  
20  answer that went beyond the question.   I think the  
21  witness answered a different question than the one  
22  that was asked, perhaps one that could be posed later

1 on redirect or not, I don't know. But the motion to  
2 strike is granted.

3 Is it clear where that stricken  
4 portion picks up? Where does the stricken portion  
5 pick up in your motion? Excuse me, where does that  
6 stricken portion pick up in your answer so the record  
7 is clear.

8 MR. BARON: If you could ask her to repeat the  
9 answer, I will tell you exactly where it is. The  
10 first sentence can stand.

11 JUDGE JONES: All right. That clarifies it.

12 MR. BARON: But, yeah, I don't know if you need  
13 to read it back.

14 JUDGE JONES: I don't think that's necessary.  
15 You can go ahead with the next question.

16 BY MR. BARON:

17 Q. And Todd Masten, he never said that this is  
18 AmerenIP's final position, correct?

19 A. I do not recall him using those words. In  
20 fact, I do not believe he used those words.

21 Q. And Mike Tatlock, he never said that this  
22 is AmerenIP's final position, correct?

1           A.    No, he did not.

2           Q.    And you understand that neither Todd Masten  
3   nor Mike Tatlock are officers of AmerenIP?

4           MR. TICE:  I am sorry, I did not hear your  
5   question, Jeff.

6           Q.    You understand that Mike Tatlock and Todd  
7   Masten are not officers of AmerenIP?

8           MR. TICE:  Objection to that question unless  
9   the witness knows.  You didn't show the witness has  
10   any knowledge as to what their position is or what  
11   was disclosed to her in the meetings.

12          MR. BARON:  It is a question as to her  
13   knowledge here and that's how it is framed.  I don't  
14   know why there is an objection.  She hasn't indicated  
15   that she doesn't have any personal knowledge.

16          JUDGE JONES:  Thank you.  Please read the  
17   question back, Ms. Reporter.

18                               (Whereupon the requested portion  
19                               of the record was read back by  
20                               the Reporter.)

21          JUDGE JONES:  The "that" in the question puts  
22   an assumption in the question, and that under the

1       circumstances is essentially what led to the  
2       objection. Mr. Tice is right. You are folding an  
3       assumption into that question and then expecting the  
4       witness to answer it. So the objection is sustained  
5       but you may proceed with the line of questioning.

6               BY MR. BARON: Okay.

7               Q. During this meeting you understood Mike  
8       Tatlock was not an officer of AmerenIP?

9               A. I do not recall ever seeing an  
10      organizational chart of AmerenIP, so I do not know  
11      the answer to that question.

12              Q. So you didn't know then, is that correct?

13              A. That is correct.

14              Q. And how about for Todd Masten?

15              A. The answer is the same.

16              Q. I think you indicated prior to the meeting  
17      or during the meeting you didn't do any type of  
18      investigation to determine what titles these  
19      gentlemen had?

20              A. No, I did not.

21              Q. Or what their authority was?

22              A. I have an assumption, if I may offer my

1       assumption.

2               Q.    No, thank you.  I am just asking your  
3       investigation, what you know.

4               A.    Frankly, I don't know how to answer your  
5       question without offering historical knowledge of how  
6       we have dealt with them.

7               Q.    No, thank you.  So you can't respond to  
8       that question?

9               JUDGE JONES:  Your next question, please.  She  
10      answered it.  I think the witness explained where she  
11      was with the question, so.

12              Q.    Okay.  Thank you.  Todd Masten never  
13      represented to you what authority he had with  
14      AmerenIP during this meeting or before?

15              MR. TICE:  Your Honor, I am going to object.  
16      He's asked her what her knowledge was with respect to  
17      the title of Masten, Mr. Masten and Tatlock.  That  
18      has been answered, I believe, by the witness, and he  
19      is going back and repeating the same line of  
20      questioning now with an investigation.  I am going to  
21      object to it.  I think it has been asked and  
22      answered.

1 JUDGE JONES: Response?

2 MR. BARON: Yeah, this last question was what  
3 representations Mr. Masten made about his authority  
4 and that is a different line of questions.

5 JUDGE JONES: Could we have the question read  
6 back, Ms. Reporter?

7 (Whereupon the requested portion  
8 of the record was read back by  
9 the Reporter.)

10 JUDGE JONES: Is that a question?

11 MR. BARON: That's the question. There should  
12 be a "correct" left off there.

13 JUDGE JONES: I think the question, though  
14 related to many others that preceded it, is slightly  
15 different. Therefore, if the witness is available to  
16 answer it, we will ask you to do so.

17 A. Thank you. Todd Masten has authority, as  
18 does Mike Tatlock, with territorial decisions.

19 BY MR. BARON:

20 Q. And Todd Masten represented that to you at  
21 that meeting?

22 A. At that meeting specifically, no. I

1 believe your question asked prior.

2 Q. Or prior. Todd Masten represented that to  
3 you prior?

4 A. Yes, through dealings with Todd, yes.

5 Q. And through dealings did he actually  
6 represent what his authority was?

7 A. Define the word "represent."

8 Q. Did he tell you that "I have authority to  
9 do X, Y or Z"?

10 A. He acted as if he did. Did he specifically  
11 say those words, I can't recall.

12 Q. And you understood that Mr. Masten had a  
13 boss at AmerenIP, correct?

14 A. Certainly.

15 Q. And that Jon Carls was Todd's boss?

16 A. Yes.

17 Q. And you don't know what authority Jon Carls  
18 has provided or anyone else above Todd Masten as to  
19 what his authority was?

20 A. No.

21 Q. And for Mike Tatlock, you don't know what  
22 his boss or anyone above his boss would provide

1 authority for permitting type of decisions?

2 A. No.

3 Q. The next time that you talked to someone  
4 from AmerenIP about service at the gas plant was on  
5 August 14, 2005, is that correct?

6 A. Yes.

7 Q. And that's when Todd Masten called?

8 A. Yes.

9 Q. And between the July 5 meeting and the July  
10 14 meeting I believe that's a span of about nine  
11 days. Had Tri-County taken any steps to serve the  
12 gas plant?

13 A. No.

14 Q. And Tri-County, did they purchase any  
15 equipment to construct the line to the gas plant?

16 A. I am sorry, could you repeat that question?

17 Q. And Tri-County didn't order any equipment  
18 to construct the lines to the gas plant in that  
19 nine-day time span?

20 A. No, that wouldn't be necessary. We had  
21 everything necessary to build in our warehouse.

22 Q. So the answer is no?

1           A.    That is correct.

2           Q.    And there was no construction of any  
3 facilities, correct?

4           A.    That is correct.

5           Q.    Did you tell people in the warehouses to  
6 start segregating or collecting the equipment for  
7 construction during that nine-day time frame?

8           A.    No, that wouldn't be necessary.

9           Q.    And the answer is no?

10          A.    The answer is no.

11          Q.    And prior to this nine-day time frame had  
12 you informed anybody at the inventory to start  
13 segregating materials for construction?

14          A.    No.

15          Q.    Tri-County, they never completed a staking  
16 sheet to serve the gas plant, correct?

17          A.    I don't believe so, no.

18          Q.    And Tri-County never purchased any lines or  
19 transformers or meter or other equipment to serve the  
20 gas plant, correct?

21          A.    That is correct.  As I stated, we keep that  
22 in our warehouse.

1 Q. So the answer is no?

2 A. No.

3 Q. And I think you testified earlier that you

4 guys weren't aware of the gas compressors until after

5 the suite was filed, so there was no construction of

6 any line for the gas compressors, correct?

7 A. That is correct.

8 Q. Or any materials for the gas compressors?

9 A. That is correct.

10 Q. And there was never any construction begun

11 by Tri-County to serve the gas plant?

12 A. That is correct.

13 Q. And I assume the same is -- is that correct

14 as to the gas compressors?

15 A. Yes.

16 Q. And Tri-County and Citation, they never

17 entered into a written application for electric

18 service for the gas plant, correct?

19 A. Not written, no.

20 Q. You don't have any record of it, correct?

21 A. Well --

22 Q. I will withdraw that question. Tri-County,

1     they have a Request for Service Form for customers  
2     that want new service, correct?

3             A.    Yes.

4             Q.    And is the information that's contained on  
5     the Request for Service Form, is that contained on  
6     Tri-County's web page?

7             A.    Parts of it, yes.

8             Q.    I would like to hand you AmerenIP's Cross  
9     Exhibit Number 1.

10            JUDGE JONES:   Do you want this marked by the  
11     court reporter?

12            MR. BARON:   It is marked right now, but.

13                               (Whereupon AmerenIP Cross  
14                               Exhibit 1 was presented for  
15                               purposes of identification as of  
16                               this date.)

17            BY MR. BARON:

18            Q.    Did you have a chance to look at the  
19     exhibit?

20            A.    Certainly, uh-huh.

21            Q.    Have you seen a copy of AmerenIP's Cross  
22     Exhibit before?

1           A.   Well, I believe it came off of Tri-County's  
2   website and I believe you also showed this to me at  
3   my deposition.

4           Q.   And it appears to be a true and accurate  
5   copy of Tri-County's web page titled Applying for  
6   Service?

7           A.   I have no reason to believe it not to be.

8           MR. BARON:   Your Honor, I would like to admit  
9   AmerenIP's Cross Exhibit 1.

10          MR. TICE:   I am going to object.

11          MR. BARON:   Never mind.   Yeah, we will move to  
12   admit that later.

13          Q.   And under New Service, it provides "In  
14   order to establish a new service with the  
15   Cooperative, an individual applies for service at the  
16   Mt. Vernon or Salem office of the Cooperative" and  
17   there is an address.   "Once the proper paperwork is  
18   completed, an engineer will schedule an appointment  
19   at the site to stake the job and review any work that  
20   needs to be done before the service can be built."  
21   And then it supplies "Some of the information that  
22   will be needed when applying for new service are:

1           - location of the service,  
2           - mailing address for the new service location,  
3           - prospective member's social security number,  
4   and then  
5           - deposit."

6                   And it is your understanding that the  
7   Request for Service Form retains this type of  
8   information?

9           A.    Yes.

10          Q.    Can you think of anything else that is on  
11   the Request for Service Form?

12          A.    Possibly billing address for the future,  
13   nearest neighbor, those type of things, information  
14   that's going to help the engineer in the field locate  
15   where he is supposed to meet the prospective member.

16          Q.    And is this required to set up a billing  
17   account within Tri-County?

18          A.    Is what required?

19          Q.    A Request for Service Form?

20          A.    No.

21          Q.    The information is necessary, though,  
22   correct?

1           A.    That information will need to be gathered  
2    in some shape, form or fashion, yes.  Is it required  
3    that it be on a specific request form, no.

4           Q.    And Citation never completed a Request for  
5    Service Form, correct, for the gas plant?  I am going  
6    to withdraw that question and start over.

7                   Citation never completed a Request for  
8    Service Form for the gas plant, correct?

9           A.    Not in the form of a form, although we  
10   received the information from them in other avenues,  
11   as we frequently do.

12          Q.    But there was no Request for Service Form  
13   completed, correct?

14          A.    Not to my knowledge.

15          Q.    You didn't negotiate the Service Area  
16   Agreement, correct?

17          A.    No, sir, I did not.

18          Q.    You didn't work at Tri-County back in 1968?

19          A.    No, sir, I did not.

20          Q.    And in your testimony that's been filed  
21   with the Commission you don't testify that someone  
22   who negotiated the Service Area Agreement told you

1     what the parties meant by the term "new point of  
2     delivery"?

3             A.    No, I don't purport that someone who  
4     negotiated the agreement told me that.

5             Q.    On your direct testimony which is Exhibit  
6     A, page 10, line 16, have you had a chance to look at  
7     that?

8             A.    Uh-huh.

9             Q.    You provide an interpretation of "new point  
10    of delivery," correct?

11            A.    Yes.

12            Q.    And before this dispute began, let's say in  
13    the summer, let's say, July of 2005, you can't recall  
14    a single person at Tri-County telling you that  
15    Tri-County interprets "new point of delivery" as  
16    where the voltage is reduced with the use of a  
17    transformer, correct?

18            A.    I cannot recall in my 30 years of working  
19    at Tri-County someone specifically telling me that.  
20    It is just gathered from 30 years of working there  
21    what a point of delivery was. I can't recall  
22    specifically who or when I was told that.

1 Q. And you are not aware of any written  
2 policies or any other materials at Tri-County that  
3 would interpret "new point of delivery," correct?

4 A. Correct.

5 Q. Within the meaning of the Service Area  
6 Agreement?

7 A. Correct.

8 Q. And before filing your testimony you didn't  
9 talk to anyone at Tri-County's engineering department  
10 about Tri-County's engineering practices concerning a  
11 new point of delivery, correct?

12 MR. TICE: Prior to filing her testimony?

13 Q. Strike that. Prior to this dispute in June  
14 of 2005.

15 A. Could you repeat the question, please?

16 Q. Yeah. Before this dispute in June 2005 you  
17 didn't talk to anyone at Tri-County, their  
18 engineering department, about the interpretation of  
19 the term "new point of delivery" within the meaning  
20 of this Service Area Agreement?

21 A. If you are asking if we had a specific  
22 meeting at some point and batted around the point of

1 delivery definition, no, we didn't.

2 Q. And before this dispute in June of 2005 you  
3 never told anyone at AmerenIP what your  
4 interpretation of new point of delivery is, correct?  
5 Your personal opinion of or interpretation of new  
6 point of delivery, correct?

7 A. Very likely not. I believe we had the same  
8 definition of that.

9 Q. I understand that's what you believe, but  
10 you never told anyone at AmerenIP this is your  
11 interpretation of a new point of delivery within the  
12 meaning of the Service Area Agreement?

13 A. I cannot recall.

14 Q. And no one at AmerenIP told you that this  
15 is AmerenIP's interpretation of the new point of  
16 delivery within the meaning of the Service Area  
17 Agreement?

18 A. I cannot recall anyone specifically using  
19 those words.

20 Q. And this is your interpretation of "new  
21 point of delivery," correct?

22 A. Certainly.

1           Q.    Before this dispute in June of 2005  
2   Tri-County and AmerenIP had never discussed who had a  
3   right to supply electricity to the unit operator at  
4   the Salem Unit, correct?

5           A.    Prior to --

6           Q.    June 2005.

7           A.    Not that I can recall, no.

8           Q.    There were never any discussions about who  
9   would have the right to serve an oil well that would  
10   be newly drilled and put on pump?

11          A.    No, I assume there was no question.  We  
12   have a territorial agreement.

13          Q.    But no discussions, correct?

14          A.    That's correct.

15          Q.    And Tri-County has never served any oil  
16   wells of the unit operator at that Salem Unit,  
17   correct?

18          A.    That is correct.

19          Q.    And they have not served any other motors  
20   or equipment of the unit operators at the Salem Unit  
21   other than the office complex, correct?

22          A.    That is correct.

1           Q.    On your surrebuttal which is Exhibit H,  
2   line 4 or, no, excuse me, page 4, line 22.

3           A.    Uh-huh.

4           Q.    Then it goes on to page 5 down to line 4.

5           A.    Uh-huh.

6           Q.    You are saying that AmerenIP is attempting  
7   to avoid the Service Area Agreement.  You are not  
8   saying that AmerenIP or Citation decided to connect  
9   the gas plant in the middle of the night or they  
10  failed to file proper paperwork with any state  
11  agencies or federal agencies, correct?

12          A.    I don't understand your question.

13          Q.    Well, you are saying that they are  
14  attempting to avoid the terms of the Service Area  
15  Agreement.  So I am just asking you are not trying to  
16  say that they did anything illegal, correct?

17          A.    Well, I guess I am.  If the Service  
18  Territorial Agreement is a legal document, I guess I  
19  am.

20          Q.    Well, you are not saying that they decided  
21  to connect the gas plant in the middle of the night  
22  without telling anybody, correct?

1           MR. TICE: I am going to object. He asked the  
2 question. She gave the answer.

3           MR. BARON: And I followed it up with a  
4 different question.

5           JUDGE JONES: Yeah, that's a little different  
6 question. It may have been part of an earlier one,  
7 but I think it is different enough that we will ask  
8 the witness to answer it if you can.

9                       Do you need it read back?

10          A. No. I would suppose the answer is they  
11 informed us what they were going to do, if that is  
12 the question you asked if they did it in the middle  
13 of the night. They informed us they were going to do  
14 it and we told them that we believed it was against  
15 the territorial agreement to do so.

16          Q. Throughout the whole process, though,  
17 AmerenIP always informed Tri-County about the gas  
18 plant, correct?

19          A. Throughout the process, from the first time  
20 I discussed it with AmerenIP until the, I believe it  
21 was, the July 14 phone call, all the conversations  
22 were it is Tri-County's load to serve, it is in

1     Tri-County's territory. That was the conversation  
2     entirely, 100 percent, up until July 14 when I  
3     received the call from Todd Masten, and Ameren  
4     changed, flipped, whatever word you want to use,  
5     their position, entirely reversed their position on  
6     the issue.

7             MR. BARON: And, Your Honor, I move to strike  
8     that response. It doesn't respond to my question.

9             MR. TICE: Your Honor, it does respond to the  
10    question very precisely. Just because the response  
11    is not what counsel wants to hear doesn't mean that  
12    counsel can have the answer stricken. It is quite  
13    responsive.

14            JUDGE JONES: Could I have the question read  
15    back, Ms. Reporter?

16                               (Whereupon the requested portion  
17                               of the record was read back by  
18                               the Reporter.)

19            JUDGE JONES: That's a pretty open-ended  
20    question and you have got a pretty broad answer. So  
21    I am going to not grant the motion to strike the  
22    answer. You are certainly free to follow up on it.

1           MR. BARON:   Would you read back the answer?

2                               (Whereupon the requested portion

3                               of the record was read back by

4                               the Reporter.)

5           BY MR. BARON:

6           Q.    When you say Ameren, who do you mean at

7   Ameren?

8           A.    The phone call was from Todd Masten.

9           Q.    And other than the phone call who do you

10   mean by Ameren?

11          A.    Todd Masten and Mike Tatlock.

12          Q.    Was there anything in writing by AmerenIP

13   prior to or even after this, stating AmerenIP's

14   position?

15          MR. TICE:   After what time?

16          MR. BARON:   At any time.   Of writing directed

17   to Tri-County.

18          MR. TICE:   I am going to object.

19          JUDGE JONES:   Go ahead and ask your question

20   over.

21          BY MR. BARON:

22          Q.    Did AmerenIP ever send anything in writing,

1 a written letter, to Tri-County addressed to someone  
2 at Tri-County, stating AmerenIP's position?

3 A. Not until November 4, 2005.

4 Q. And that position was not that it was  
5 Tri-County's load to serve, correct?

6 A. That is correct.

7 Q. There were no other writing from AmerenIP  
8 directed to Tri-County other than this November  
9 letter you are referring to?

10 A. That is correct.

11 Q. And about a load to serve within  
12 Tri-County's territory, I think we already discussed  
13 Todd Maston and Mike Tatlock, they never said new  
14 point of delivery, correct?

15 MR. TICE: I am going to object to the  
16 question. I am not sure -- I don't understand the  
17 question, Your Honor. I am asking you to repeat the  
18 question.

19 MR. BARON: I will withdraw the question.

20 Q. Didn't Mike Tatlock and Todd Masten mean  
21 that the gas plant was in Tri-County's territory, the  
22 physical gas plant was in Tri-County's territory?

1           MR. TICE: The questioner would state when, you  
2 know, what time they were referring to Tatlock and  
3 Masten were referring to the physical location of the  
4 gas plant, it would be a little more understandable.

5           MR. BARON: I am just trying to follow up with  
6 Ms. Scott's statement about these earlier statements  
7 that she identified from Mike Tatlock and Todd  
8 Masten. That's what I am referring to. It would be  
9 prior to July 14, 2005.

10          JUDGE JONES: Okay.

11          MR. TICE: Did you understand the question?

12          THE WITNESS: Q. I believe I do. I am hoping I  
13 understand the question thoroughly. They said it was  
14 Tri-County's load to serve, that Tri-County was the  
15 appropriate service provider to the gas plant.

16          BY MR. BARON:

17          Q. Because -- did they say why?

18          A. The territorial boundary. It was on our  
19 side of the boundary.

20          Q. And they never -- Mike Tatlock or Todd  
21 Masten prior to July 14, they never said that they  
22 obtained a legal opinion about who had the right to

1     serve this gas plant?

2           A.    No.

3           Q.    And you have no personal knowledge that

4     anyone at AmerenIP said let's avoid this Service Area

5     Agreement?

6           A.    Well, from what I read in e-mails, it is

7     pretty clear to me that that's what happened.

8           Q.    That's your interpretation of reading the

9     e-mails, correct?

10          A.    Yes.

11          MR. BARON:   Judge, I move to strike that as

12     non-responsive.

13          MR. TICE:    It is responsive.

14          MR. BARON:   Yeah, it is.  It is just --

15          JUDGE JONES:  I think you went on to another

16     question, though, so we are kind of past that one.

17     What was the last question and answer, Ms. Reporter?

18                               (Whereupon the requested portion

19                               of the record was read back by

20                               the Reporter.)

21          JUDGE JONES:  Are you objecting to that?

22          MR. BARON:    Actually, I got a lot ahead of

1       myself. It was the prior question.

2               JUDGE JONES: We are sort of past that one, so

3       the motion is denied.

4               BY MR. BARON:

5               Q. And you are not telling the Commission that

6       that's how they should interpret the facts, correct?

7               A. With all due respect, I am not sure it is

8       my -- I am not sure I am supposed to tell the

9       Commission what to do, sir.

10              Q. And Tri-County has not permitted Citation

11       to purchase power from an ARES for service to its

12       office complex, correct?

13              A. That is correct.

14              MR. SMITH: Judge, can we take a break before

15       we begin this line of questioning?

16              JUDGE JONES: How much more questioning do you

17       have?

18              MR. BARON: Not much, maybe another ten

19       minutes.

20              JUDGE JONES: I think I would rather just

21       continue. If there is something pressing, we can

22       take a break. I would like to finish the cross here,

1 if we could.

2 (Whereupon AmerenIP Cross  
3 Exhibit 9 was presented for  
4 purposes of identification as of  
5 this date.)

6 BY MR. BARON:

7 Q. Did you have a chance to look through  
8 AmerenIP's Cross Exhibit Number 9?

9 A. Yes.

10 Q. And attached to the supplemental responses  
11 of Tri-County, this Exhibit 9, there appears to be  
12 notes. Did you have a chance to see those notes?

13 A. Yes.

14 Q. Starting with the first page of notes, are  
15 these your notes?

16 A. Yes.

17 Q. And on -- it looks like there is the name  
18 Texaco and then "possible oil field load" and that's  
19 referring to a telephone call that you received on  
20 January 29, 1998, or is it '97? Excuse me.

21 A. This is a continuing record of multiple  
22 conversations with multiple parties.

1 Q. And the first number, is that January 29,  
2 1997?

3 A. Yes.

4 Q. And you are recording what's occurring or  
5 is there a meeting with a Bill Gramlick and John  
6 Davis at Texaco?

7 A. Yes.

8 Q. And they are expressing interest in  
9 Tri-County's surveying a seven, is it, megawatt load?

10 A. Yes.

11 Q. And it is currently served by AmerenIP  
12 under Rate 35, it says?

13 A. Yes.

14 Q. And then it says is it August load?

15 A. Average.

16 Q. Oh, average load is 4.25 kilowatts?

17 A. 4,250,000 kilowatt hours a month.

18 Q. And 7,000 kilowatt peak?

19 A. Uh-huh.

20 Q. And 90 percent load factor?

21 A. Uh-huh.

22 MR. SMITH: Is that a yes?

1           A.    Yes, I am sorry.

2           Q.    And it says interested in a three-year  
3   contract interruptible.  It's Mr. Gramlick and John  
4   Davis are interested in the three-year contract?

5           A.    Yes.

6           Q.    And then down below it looks like February  
7   6, 1998, "spoke with Tim or Texaco, in parentheses  
8   Tim, and still interested."  Is that referring to  
9   Texaco is still interested?

10          A.    Yes.

11          Q.    It says they want a rate.  Is that an  
12   electric rate of Tri-County's?

13          A.    Yes.

14          Q.    On February 11, 1998, it says, "Spoke with  
15   Tim," is that Tim of Texaco, "regarding a rate," and  
16   that a four-cent rate was provided.  Then it says,  
17   "Based on three cent WPA."  What does that mean?

18          A.    Wholesale power cost adjustment.

19          Q.    Then it says, "Let them know it is subject  
20   to board approval."  Was the rate subject to board  
21   approval?

22          A.    All rates are subject to board approval.

1           Q.   And this was a request for electric service  
2   then for the Salem Unit, correct?

3           A.   No.   This was more of an expedition on  
4   their part, and you can see this expedition continue  
5   through several years of just finding what their  
6   possibilities were for a different provider.  This  
7   was not a request for service.

8           Q.   They provide some fairly detailed  
9   information about their electric load, correct?

10          A.   That's really not what I consider very  
11   detailed information.  That's just general broad  
12   information.

13          Q.   And they also said they were interested in  
14   a three-year contract interruptible, correct?

15          MR. TICE:  Say yes or no.

16          A.   Yes.

17          Q.   Then if you go to the third page of these  
18   notes, are these still your notes?

19          A.   Yes.

20          Q.   And if you look at the September 29 entry?

21          A.   Yes.

22          Q.   Do you know what year that would have been?

1           A.   Not for certain, no.

2           Q.   There is a date below it of 2001, it looks  
3   like?

4           A.   Yes, I see that.

5           Q.   And the note is "Jeff Lewis Citation Rate 9  
6   Interruptible."   What's that referring to, do you  
7   know?

8           A.   That was a rate schedule that we had in  
9   effect at that time.

10          Q.   And "that's too expensive," that's Jeff  
11   Lewis' words?

12          A.   Must have been, yes.

13          Q.   So on September 29, whatever year that is,  
14   Citation is saying they don't want electric service  
15   from Tri-County for the Salem Unit, correct?

16          A.   No.   I think it was a continuation of the  
17   fishing expedition.   Oh, well, your rate is too high;  
18   that type of conversation.   It wasn't saying yes; it  
19   wasn't saying no.   As you can see, these  
20   conversations continued throughout the years.

21          Q.   Would you look at the last page of notes?  
22   It says Tuesday, July 5, 2005.

1           A.    Yes.

2           Q.    Do you know whose notes these are?

3           A.    These are mine.

4           Q.    On the left-hand column it says, "Series of  
5   units laid out in 1940s, unitized, seven miles by two  
6   miles, they own a 12.47 distribution system." Do you  
7   know what that is referring to?

8           A.    This was at our July 5 meeting. You can  
9   see the attendees at the meeting. And this was a  
10   description, I am sure, of Jeff Lewis and Ed Pearson  
11   describing what they consider the unit to be.

12          Q.    This says, "Safety issues, hydrogen sulfide  
13   to suppliers would cause difficulty to safety." Then  
14   it says, "Tri-County would lose power and IP would  
15   not." Is that also something that Jeff Lewis was  
16   telling you?

17          A.    Yes.

18          Q.    And was this the first time you were  
19   hearing this type of information?

20          A.    I cannot say for sure. They could have  
21   talked about this at our meeting of June 21 when they  
22   were requesting permission to build into our

1 territory.

2 Q. About safety issues?

3 A. I don't know if they mentioned it then and  
4 again now or if this was the first time. I don't  
5 know.

6 Q. Then on the right-hand column it says, "Is  
7 this an extension of load or is this a new load?  
8 Read grandfather clause." Is this referring to the  
9 fact that there was a question about what type of  
10 load this was?

11 A. This was their question, not my question.  
12 This was their question, I believe.

13 Q. And this was discussed at the July 5  
14 meeting?

15 A. I am sure it was. I am sure it was.

16 Q. And it appears that there was no decision  
17 reached at the meeting whether or not this was  
18 extension of a load or if this was a new load,  
19 correct?

20 A. That was not discussed at length by Ameren  
21 and Tri-County at this meeting. It was brought up by  
22 Citation but not discussed at any length at all.

1           Q.   And you don't recall reading the  
2 grandfather clause at that meeting, correct?

3           A.   Oh, no, that was a note to myself.

4           Q.   And grandfather clause, what is that?  What  
5 is grandfather clause referring to?

6           A.   My terminology for read the territorial  
7 agreement, you know, confirm that my opinion, our  
8 collective opinion, at the meeting was correct.

9           Q.   And you say "our collective opinion," whose  
10 collective opinion?

11          A.   Mine, Brad Grubbs, Dennis Ivers, Mike  
12 Tatlock and Todd Masten.

13          Q.   And what is that opinion?

14          A.   That this load is on Tri-County's side of  
15 the service area boundary.  It is Tri-County's load  
16 to serve.

17          Q.   I think you have a note down here that Jon  
18 Carls is John Masten's boss, why did you report that?

19          A.   I have no idea.  It may have very well been  
20 after the meeting.  I was making notes to myself.  I  
21 can't recall.  This has been, you know, a long time  
22 ago.

1           MR. BARON: I move to strike after she  
2 responded "I have no idea."

3           MR. TICE: Your Honor, that is responsive to  
4 the question. It makes for a full, complete response  
5 by the witness trying to answer the question asked by  
6 counsel of her best intent. I think it is an  
7 appropriate answer and should not be stricken.

8           JUDGE JONES: Could I have the question and  
9 answer read back, please, Ms. Reporter?

10                               (Whereupon the requested portion  
11                               of the record was read back by  
12                               the Reporter.)

13           JUDGE JONES: I think the witness was trying to  
14 answer the question which is why did you report that.  
15 So I think that's a reasonable effort to answer the  
16 question. For that reason the motion is denied.

17           MR. BARON: I would like to have a few minutes  
18 to look over my notes.

19           JUDGE JONES: I think we need to keep moving  
20 here and finish this witness up with your cross. We  
21 have a lot of witnesses. If you are talking  
22 something like two minutes, you can go right ahead

1 with that.

2 (Whereupon the hearing was in a  
3 short recess.)

4 JUDGE JONES: Go ahead and proceed with the  
5 rest of your questions.

6 BY MR. BARON:

7 Q. When Citation requested that Tri-County  
8 allow it to extend its own distribution system in the  
9 June 22 meeting, Tri-County refused that request,  
10 correct?

11 A. It may have been June 21. I could be  
12 confused on the date. No, you are right, it was June  
13 22 and, yes, Tri-County refused to give its consent,  
14 that is correct.

15 Q. And then on July 5, whenever Citation again  
16 requested to extend its own distribution system to  
17 AmerenIP's substation, Tri-County refused that  
18 request, correct?

19 A. Yes.

20 Q. I think you said earlier that Tri-County  
21 doesn't always have someone fill out a Request for  
22 Information Form?

1           A.    That is correct.

2           Q.    And whenever it is a larger outlay of  
3   capital to construct infrastructure, it is more  
4   likely that Tri-County would actually have a customer  
5   complete a Request for Service Form?

6           A.    No, frankly it is somewhat the opposite.  
7   More likely a residential customer would fill out  
8   that form than a commercial customer.

9           Q.    And how about asking for the contribution  
10   to be paid?  Is it more likely that Tri-County would  
11   require the contribution amount to be paid if it is a  
12   larger outlay of capital before construction  
13   commences?

14          A.    I don't know that I could really say that's  
15   a true statement.

16          MR. BARON:  No more questions.

17          JUDGE JONES:  Thank you, Mr. Baron.  Are there  
18   any other questions for the witness?

19          MR. SMITH:  I have some brief cross.

20                               CROSS EXAMINATION

21          BY MR. SMITH:

22          Q.    Good morning, Ms. Scott.

1           A.    Good morning.

2           Q.    You are the keeper of the records, the  
3 records at Tri-County, correct?

4           A.    Yes, I am.

5           Q.    And with respect to these -- let's look at  
6 your direct exhibit or direct testimony Exhibit A-4.  
7 You testified about that earlier. Did you find that?

8           A.    Yes.

9           Q.    Whose signature is that at the bottom?

10          A.    It is not legible, is it? I do not know.

11          Q.    Is it your understanding then that that's  
12 not a signature of someone at Tri-County?

13          A.    That is correct. That is a signature by  
14 someone at Citation.

15          Q.    No signature appears on this agreement by  
16 anyone from Tri-County, is that correct?

17          A.    That is correct. We don't typically sign  
18 these.

19          Q.    Is there any document that you do sign that  
20 you send back to the customer signifying that  
21 Tri-County has agreed to the terms of the agreement?

22          A.    It is a multi-part answer.

1           Q.   Well, I am sorry.  Oh, it is a multi-part  
2   answer?

3           A.   Yes.

4           Q.   Well, let's start with, yes or no, do you  
5   send anything back to the customer?

6           A.   It is not a yes or no answer.  I am sorry.

7           Q.   Well, what's the procedure then?

8           A.   First, when we start supplying service to  
9   the member, that is our acceptance of their  
10   membership, number one.  Number two, they receive, of  
11   course, an invitation to our annual meeting because  
12   they are a member, they are an owner of our  
13   cooperative.  So they can come to the annual meeting  
14   and they can vote for directors, those type of  
15   things.  And, of course, number three, they get their  
16   annual notification of their allocation of patronage  
17   credits.

18          Q.   Well, then the answer to my question is, do  
19   you ever send them any sort of written  
20   acknowledgment, is that you don't, isn't that  
21   correct?

22          A.   Well, all those are -- the last two at

1     least are acknowledgements that they are members.

2     But do we send them a carbon copy of this, no.

3           Q.    Look at Number 7 on Exhibit A-4.  It says,  
4     "Acceptance of this application by this Cooperative,"  
5     and then it goes on.  You don't send any written  
6     acceptance of this agreement then, correct?

7           A.    No, and I will be frank, I don't know if  
8     there is a carbon copy or not.  I don't know.  The  
9     member is handed it at the time.  I don't know.  I  
10    don't know the answer to that question.

11          Q.    Okay.  Well, let me just make sure I am  
12    clear, though.  There is no document that Tri-County  
13    signed for Citation, acknowledging acceptance of the  
14    application and agreement shown on Exhibit A-4?

15          A.    That is correct.  We do not sign a  
16    document.

17          Q.    Okay.  Is it your understanding, though,  
18    that when a new applicant comes in and seeks electric  
19    service, that that electric service could last for  
20    longer than a year?

21          A.    Yes.

22          Q.    Is it your understanding that as far as the

1 distribution system that is owned by Citation, that  
2 after the power comes through the Texas Substation,  
3 that that power is owned by Citation?

4 A. I do not know the answer to that question.

5 Q. Then let's look at your testimony, the  
6 supplemental Exhibit H, page 5, line 6. Tell me  
7 after you have had a chance to review that sentence.

8 A. Page 5, line 6?

9 Q. Yes.

10 A. Okay.

11 Q. All right. In it you refer to -- on line 6  
12 you make the reference to distribute IP's electric  
13 energy from the Texas Substation. It is accurate  
14 then that you do not know whose electric energy that  
15 belongs to, correct?

16 A. If your question is when it belongs to who,  
17 no, I do not know.

18 Q. So you don't know what -- your testimony on  
19 Exhibit H, page 5, is that even though you refer to  
20 it as IP's electric energy, you don't really know who  
21 it belongs to, correct?

22 MR. TICE: At what point in time? What

1 location? I am going to object unless counsel makes  
2 it clear as to his question as to at what point she  
3 knows or doesn't know who owns the electrons  
4 traveling --

5 MR. SMITH: I will clear it up. Let me  
6 withdraw the question. I will clear it up.

7 Q. Ms. Scott, it is correct, is it not, that  
8 even though you have made reference in Exhibit H,  
9 page 5, to the distribution of IP's electric energy  
10 from the Texas Substation, that you do not know who  
11 owns the electricity after it leaves the Texas  
12 Substation and goes across Citation's distribution  
13 network, correct?

14 A. I am a little confused, to be frank.

15 Q. Well, earlier you said you didn't know who  
16 had title to the electric energy after it leaves the  
17 Texas Substation, didn't you?

18 MR. TICE: I am going to object. I don't think  
19 she said she didn't know who had title. I think the  
20 question was who owned, not title.

21 Q. Did you understand my question?

22 A. Not exactly, no. I am trying to --

1           Q.    Okay.  Let's try to --

2           JUDGE JONES:  Is there an objection pending

3   here or --

4           MR. TICE:  I objected to the form of the

5   question because it referenced her answer to this

6   title to the electricity.  I don't think it was

7   proper.  The question had been who owned the

8   electricity, and there was no clarification at what

9   point.  That question was withdrawn by Mr. Smith.  He

10   asked then that question as to who owned the

11   electricity in reference to where it was, electrons

12   were in respect to the Citation distribution line or

13   the IP substation.

14          MR. SMITH:  I will withdraw the question and

15   try again.

16          JUDGE JONES:  Go ahead.

17          BY MR. SMITH:

18          Q.    Let's look at your testimony on Exhibit H,

19   page 5.  After the electric energy leaves the Texas

20   Substation and goes across the network of Citation,

21   you do not know who owns that electricity, do you?

22          A.    No, I do not.

1           Q.   Now, looking at Exhibit H-1, also in  
2   Exhibit H, that's a letter addressed to you, is it  
3   not?

4           A.   Yes, it is.

5           Q.   You have not made any response to that  
6   ever?

7           A.   That is correct.

8           Q.   Either orally or in writing?

9           A.   That is correct.

10          Q.   And neither has anyone else from  
11   Tri-County, is that correct?

12          A.   Yes, that is correct.

13          Q.   Let's look at what has been marked as --  
14   and I don't know if you have a copy of it now. It  
15   was AmerenIP Cross Exhibit 9. Do you have that,  
16   which was furnished to you earlier?

17          A.   Yes.

18          Q.   On the attachment which is, I guess,  
19   actually page 3 of the exhibit, it says Information  
20   Record across the top, Texaco, that first page?

21          A.   Uh-huh.

22          Q.   I just want to make sure I am clear, this

1 is all in your handwriting?

2 A. Yes.

3 Q. Why is the X in the upper right-hand  
4 corner? Why is there an X up there?

5 A. I have no recollection.

6 Q. Okay. Now, on the second entry dated  
7 February 6, 1998, you made a notation that you spoke  
8 with Jerry Tice and it says, "We cannot serve inside  
9 the corridor." By the term "corridor," do you mean  
10 like inside the boundary area?

11 A. Poor wording on my part. But what I mean  
12 is we cannot serve inside of IP's territory. We can  
13 not serve inside the lines.

14 Q. So, again, and I guess looking at the  
15 earlier exhibit, you were making a note to the file  
16 there that you could not serve inside the Service  
17 Area Agreement boundary lines that are dedicated to  
18 Illinois Power?

19 A. That is correct.

20 Q. But you could possibly serve if there was a  
21 new metering point located inside of Tri-County's  
22 service territory, correct?

1           A.    I think you left out one word.  We could  
2   possibly serve outside the corridor, i.e. if there  
3   was  -- in Tri-County's territory we could, if the  
4   load was in Tri-County's territory and the  
5   transformer is in Tri-County's territory and it was  
6   metered in Tri-County's territory.

7           Q.    But that's not what this says.  This just  
8   refers to the new metering point, correct?

9           A.    Oh, we could possibly serve outside the  
10  corridor, meaning in Tri-County's territory.

11          Q.    Oh.

12          A.    We could serve loads in Tri-County's  
13  territory, sure.

14          Q.    Just so that I am clear, are you testifying  
15  then that this does not mean that you could have a  
16  metering point inside of Tri-County's territory with  
17  the distribution line going into Illinois Power's  
18  territory for the customer's use?

19          A.    Oh, of course you can.

20          Q.    Why would you write a note that said that  
21  you could possibly serve outside the corridor if by  
22  that terminology you meant within Tri-County's

1     territory?   Why would you make a note that you could  
2     possibly serve within your territory, if that's what  
3     it meant?

4             A.    Why I wrote what I wrote in 1998 I don't  
5     know.   But I can tell you it is clear here when I say  
6     we cannot serve inside the corridor, meaning it is  
7     clear that means we cannot serve inside Ameren's  
8     territory.   That's clear.   So when I conversely say  
9     we could possibly serve outside, that obviously means  
10    in Tri-County's territory.

11            Q.    In 2005 were you the person who would take  
12    applications for service at Tri-County?

13            A.    Personally, no.

14            Q.    In terms of the compressors, how many  
15    compressors is Tri-County seeking to serve in this  
16    case?

17            A.    Seven of the eight.

18            Q.    Okay.   I just wanted to be clear.

19                   Now, if Tri-County were to serve the  
20    gas plant, where would the service come from, from  
21    Tri-County?

22            A.    We have a three-phase line adjacent to and

1 immediately south of the gas plant.

2 Q. Okay. Along the roadway?

3 A. Yes.

4 Q. And the land between your lines and the gas  
5 plant, is that all owned by Citation or is there some  
6 other land owned?

7 A. I believe, although I am not 100 percent  
8 sure, I believe it is all owned by Citation. But I  
9 am not 100 percent sure of that.

10 Q. Now, with regard to Ameren Cross Exhibit  
11 Number 1 and where it talks about new service, that  
12 particular area between new service and changing  
13 existing service to your name?

14 A. Yes.

15 Q. That accurately describes the process, does  
16 it not?

17 A. This is an excerpt from the internet which  
18 is instructions we put on the internet to assist our  
19 members in applying for new service.

20 Q. That wasn't my question.

21 A. Okay.

22 Q. That accurately describes the process for

1 service, correct?

2 A. Not 100 percent, no. For example -- if you  
3 would like examples?

4 Q. Well, let me ask it this way. In 2005 was  
5 it the procedure to get a written application for new  
6 service?

7 A. Are you referring to the Request for  
8 Service Form?

9 Q. Yes, in writing.

10 A. Sometimes yes, sometimes no.

11 Q. That's the way you handled it back in 2005?

12 A. And the way we handle it today.

13 Q. That is your website there at the bottom?

14 A. Yes, it is.

15 Q. Let's go to your direct testimony, Exhibit  
16 A, page 5, and I am looking at lines 10 through 12.  
17 Do you see the sentence that talks about electric  
18 service to the Citation office complex?

19 A. Yes.

20 Q. And it is true, is it not, that the  
21 transformer for the service to the office complex is  
22 on Tri-County's side of the meter?

1           MR. TICE: Tri-County's side of the what?

2           Q. Of the meter.

3           A. Tri-County's side of the meter. I don't

4 understand your question. I am sorry. Of the meter.

5           Q. You know there is a meter that goes to --

6 is there a meter at the office complex?

7           A. Sure.

8           Q. To measure the electricity, right?

9           A. Sure.

10          Q. And there is a transformer that you refer

11 to here. Is there a transformer at the office

12 complex?

13          A. Sure.

14          Q. And is the transformer located on your

15 side, Tri-County's side, of the meter?

16          A. Oh, I have never heard it put that way.

17 But, certainly, there is a transformer, then there is

18 a meter and then there is the load, if that's your

19 question, certainly.

20          Q. That's the sequence, correct, of the way

21 that it is wired?

22          A. Is my understanding, yes.

1           Q.    And Tri-County owns the transformer,  
2   correct?

3           A.    Yes.

4           Q.    Thank you.  Now, you have testified, I  
5   believe, in reference -- it is your understanding  
6   that the transformer is significant in the analysis  
7   of a new point of delivery, is that accurate?

8           A.    Yes.

9           Q.    And you make reference to that on page 10  
10   of Exhibit A, lines 16 through 20?

11          A.    Yes.

12          Q.    Now, does it make any difference in your  
13   analysis who owns the transformer?

14          A.    No.

15          Q.    Does it make any difference in your  
16   analysis as to whether or not the transformer is  
17   located on one side or the other of the meter?

18          A.    No.

19          Q.    Now, if you take a residential house that  
20   has something like a door bell, there is a  
21   transformer to step down the electricity inside of a  
22   house to make the door bell work, correct?

1           A.    I suppose.

2           Q.    And you would not believe that that  
3   transformer is a new point of delivery inside of a  
4   customer's house to step down a door bell; that  
5   wouldn't be a new point of delivery, would it?

6           A.    No.

7           Q.    Then how is that different from what you  
8   have testified to on page 10 of Exhibit A?

9           A.    That is different because what I am  
10   testifying to is transforming the voltage from the  
11   distribution line that runs down the road, okay,  
12   through a transformer, a new point of delivery, a  
13   transformer, to where -- transforming that voltage to  
14   where it can be used by motors or lights or whatever  
15   the end use, whatever the use is. That's what the  
16   point of delivery is.

17          Q.    Okay. So the usage becomes a determining  
18   factor in your analysis, the usage by the customer?

19          A.    Well, it has to be acceptable for use by  
20   the customer. It has to be voltage that is  
21   acceptable by use, yes, to run the lights, run the  
22   motors.

1           Q.    What's the answer to my question to you?

2           A.    Well, I am sorry, you will have to state it

3   one more time.  Sorry.

4           Q.    So it is your understanding then that the

5   way the customer uses the electricity is significant

6   in your analysis, is that correct?

7           A.    Define the way the customer uses

8   electricity.

9           Q.    I just got through listening to your answer

10   and I am trying to understand your answer.  You

11   described about stepping down the electricity so that

12   it would be used for motors, etc.?

13          A.    Uh-huh.

14          Q.    And I asked you if the customer's usage is

15   significant in the analysis.

16          A.    If the question is what they are using it

17   for, whether it is motors or lights or garage door

18   openers, no, that's not significant.

19          Q.    The voltage at which they use it as is

20   significant?

21          A.    I believe so, yes.

22          Q.    What if the customer switches the usage on

1 the other side of the meter? Does that make it a --  
2 does that remove a new service connection point?

3 A. I don't understand the question.

4 MR. SMITH: Just one moment, Your Honor. I  
5 think I am almost through.

6 (Pause.)

7 No further questions.

8 JUDGE JONES: Okay. Thank you, Mr. Smith. Is  
9 there any redirect?

10 MR. BARON: I move to admit the exhibits at  
11 this time, which would be IP's Cross Exhibits 1 and  
12 9.

13 MR. SMITH: I join.

14 MR. TICE: I would ask the Judge to reserve  
15 until we have had a chance to have redirect.

16 JUDGE JONES: We will hold off on any ruling on  
17 those two cross exhibits until after redirect.

18 MR. TICE: Yes, I do have redirect, but it is  
19 fairly extensive. It is 12:00 o'clock. What do you  
20 want to do?

21 JUDGE JONES: Approximately how much do you  
22 believe you have?

1           MR. TICE:   Forty-five minutes to an hour.   I  
2   don't know.   It is your pleasure.   I don't care.   If  
3   you do want to go on, I would ask to take a break so  
4   I can go to the rest room.

5           JUDGE JONES:   Off the record regarding  
6   scheduling.

7                               (Whereupon there was then had an  
8                               off-the-record discussion.)

9           JUDGE JONES:   Back on the record.   We hereby  
10   break for lunch until 1:15.

11                              (Whereupon the hearing was in  
12                              recess until 1:15 p.m.)

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1 AFTERNOON SESSION

2 JUDGE JONES: Back on the record. Good  
3 afternoon. We are back on the record. At least when  
4 we broke Mr. Tice had redirect. Is that still the  
5 case?

6 MR. TICE: Thank you, Judge.

7 REDIRECT EXAMINATION

8 BY MR. TICE:

9 Q. Ms. Scott, as manager of Tri-County  
10 Electric Cooperative do you have direct supervision  
11 and control of Dennis Ivers and Brad Grubb?

12 A. Yes, I do.

13 Q. You were asked questions on cross  
14 examination with regard to your knowledge of the call  
15 received by Dennis Ivers from Clyde Finch of Citation  
16 on February 18, 2005. How did you become aware of  
17 that call?

18 A. Dennis told me about it.

19 Q. And how did you become aware of the  
20 contents of that call?

21 A. From Dennis, his relaying it to me.

22 Q. When did he report it or relay it back to

1     you in relationship to the February 18, 2005, call,  
2     do you recall?

3             A.    I don't recall the exact day, no.  It could  
4     have been that day.  It could have been a couple days  
5     later if I was out of the office that day.  It could  
6     have been a couple days.

7             Q.    Is it common practice for Dennis Ivers or  
8     Brad Grubb to report these types of activities that  
9     they do in the nature of what they did in this case  
10    with Citation's request?

11            A.    Yes, certainly with the commercial.

12            Q.    Properly to you?

13            A.    Yes, certainly with commercial loads.

14            Q.    Do you have any reason to doubt as you sit  
15    here today the accuracy of the content of your  
16    testimony as to what Dennis Ivers reported to you  
17    regarding his call from Clyde Finch on February 18,  
18    2005?

19            MR. SMITH:  It calls for an opinion.

20            MR. TICE:  I asked if she had any reason to  
21    doubt.  It doesn't call for any opinion whatsoever.  
22    She is his manager.

1           MR. SMITH: He is essentially asking for the  
2 truth and veracity of the witness, of the information  
3 related to her. That's what he is asking.

4           MR. TICE: I am asking this witness if she has  
5 any reason to doubt the truth and veracity of what  
6 was told to her.

7           MR. BARON: Object as to relevance. She has  
8 already testified she doesn't have personal knowledge  
9 of what was said.

10          MR. TICE: It is very relevant because of the  
11 line of questioning of Mr. Baron.

12          JUDGE JONES: The objections are overruled. I  
13 don't know what will happen with this line of  
14 questioning beyond this question, but I think the  
15 objection as to it being an opinion I think is not  
16 grounds here to sustain it, and I believe that this  
17 is appropriate redirect given what occurred on cross  
18 with respect to the relevancy objection.

19                       So for those reasons the objection is  
20 overruled, and you may answer.

21          THE WITNESS: Q. I have no reason to doubt.

22

1 BY MR. TICE:

2 Q. With respect to or did you receive any  
3 reports from Brad Grubb concerning his activities  
4 that he took in relationship -- on February 18, 2005,  
5 in relationship to the call from Clyde Finch to  
6 Dennis Ivers?

7 A. Yes, Brad reported to me.

8 Q. What generally did he report?

9 A. The results of the meeting when he went out  
10 there and met with them.

11 Q. Met with?

12 A. When he met with Mr. Finch.

13 Q. It was Michael Garden.

14 A. I'm sorry, the first meeting was with  
15 Michael Garden, that is right. He met with Michael  
16 Garden. He related to me that they were wanting a  
17 new service for the gas plant.

18 MR. BARON: Objection, hearsay.

19 MR. TICE: Your Honor, she has testified to it  
20 in her direct testimony. In cross examination she  
21 was cross-examined about that, whether or not she had  
22 actual -- whether she had attended the meeting as

1     such. My line of direct is simply to ask her if she  
2     had any reason whatsoever to doubt -- whether or not  
3     she was reported back to by Brad Grubb concerning  
4     that meeting and then whether or not she had any  
5     reason to doubt that information that she received  
6     back from Brad Grubb who is under her supervision.

7                     I think it is very relevant in view of  
8     the cross examination tact taken by Mr. Baron with  
9     respect to that particular testimony of Ms. Scott.

10            MR. BARON: I don't believe he asked for --

11            JUDGE JONES: There is really no response to  
12     the hearsay objection, so sustained.

13            BY MR. TICE:

14            Q. Do you have any reason to doubt, Mrs.  
15     Smith, regarding the truth or veracity of what  
16     Mr. Grubb told you regarding his meeting with Michael  
17     Garden at the Citation gas plant site on February 18,  
18     2005?

19            A. I have no reason to doubt what he told me.

20            Q. Have you reported in your direct testimony  
21     or testified to in your direct testimony what it was  
22     that he reported back to you, that Mr. Grubb reported

1 back to you, regarding that February 18, 2005,  
2 meeting?

3 A. Yes, I have.

4 Q. You have been manager of Tri-County  
5 Electric Cooperative for, what, 30 years?

6 A. Well, I've been at Tri-County for 30 years.  
7 I have managed for about 14 of those.

8 Q. Of those 14 years that you have been  
9 manager, as manager have you been in supervision and  
10 control of all of the activities of Tri-County?

11 A. Yes.

12 Q. And would those activities include  
13 resolutions of territorial disputes under the  
14 territorial agreement that you have with IP?

15 A. Yes.

16 Q. Are you customarily involved in the  
17 resolution of those territorial disputes with IP  
18 under the Tri-County/IP Service Area Agreement?

19 A. Sometimes Mike Tatlock and Dennis Ivers  
20 simply discuss those and settle them amongst  
21 themselves, a phone call from one to the other, and  
22 it is never any more than brought to my attention.

1 Q. Reported back to you?

2 A. Reported back to me, yes.

3 Q. On those occasions when territorial

4 disputes between IP and Tri-County may have occurred

5 during the time you have been manager, have there

6 been reports back to you that you have not been

7 directly involved in those matters as to the nature

8 of the dispute and what the result was?

9 A. Oh, certainly.

10 Q. And normally who would do that? Who would

11 report back to you? Dennis Ivers?

12 A. Normally Dennis Ivers, yes.

13 Q. And do you have knowledge as to who it was

14 from IP or on behalf of IP who would have dealt with

15 Dennis Ivers in the discussion of and/or resolution

16 of those territorial disputes between IP and

17 Tri-County pursuant to the IP/Tri-County Service Area

18 Agreement?

19 MR. BARON: Objection, relevance as to what

20 this is even pertaining to.

21 MR. TICE: Your Honor, on cross examination

22 they questioned the authority of -- they asked this

1 witness particularly if Mike Tatlock or Todd Masten  
2 had specific authority to render statements as to who  
3 had the right to serve the Citation gas plant. I  
4 think it is very relevant as to what position Todd  
5 Masten and Michael Tatlock held with respect to their  
6 company, IP, and with respect to authorization to  
7 discuss these territorial matters. What they have  
8 done in the past, I think what Tri-County has been  
9 led to believe in the past with respect to who has  
10 that authority is quite relevant in this case.  
11 That's the only reason I have asked her these  
12 questions.

13 MR. BARON: May I respond?

14 JUDGE JONES: Go ahead.

15 MR. BARON: The only line of questions I asked  
16 about was this transaction at issue, and the only  
17 evidence that was presented in the direct testimony  
18 and her other testimony that was filed has to do with  
19 this transaction that's at hand, not any other  
20 hypothetical transaction that may or may not have  
21 anything to do with this issue.

22 MR. TICE: There is direct testimony from Mrs.

1 Scott that they have in the past always historically  
2 been dealing with Mike Tatlock with respect to  
3 resolution of territorial disputes between Tri-County  
4 and IP under the Service Area Agreement. There is  
5 specific direct testimony in her direct or rebuttal  
6 testimony, as I recall, of Mrs. Scott. They asked  
7 those questions on cross examination for the sole  
8 purpose of clouding that particular authority as it  
9 pertained to this case.

10 But I think it is quite relevant to  
11 these proceedings whether or not Tri-County could,  
12 based upon their past historical practices with IP,  
13 have a right to rely upon what Michael Tatlock and/or  
14 Todd Masten said to them with respect to this dispute  
15 here.

16 JUDGE JONES: Objection overruled.

17 MR. TICE: I forgot the question. Can you read  
18 it back to me?

19 Let me re-ask it.

20 Q. Mrs. Scott, in the past Tri-County has  
21 dealt with IP with regard to territorial disputes  
22 between those two entities over service to a

1 particular customer under the IP/Tri-County Service  
2 Area Agreement. Who has it been in your experience  
3 that Tri-County has dealt with in discussing and  
4 resolving those disputes from IP? Who from IP?

5 A. Mike Tatlock.

6 Q. Has Todd Masten in the past been involved  
7 in any of those discussions?

8 A. Occasionally.

9 Q. Has anyone other than Todd Masten or  
10 Michael Tatlock been involved in those kinds of  
11 discussions?

12 A. Before Mike Tatlock -- excuse me, before  
13 Todd Masten had that position, Bob Perks had  
14 basically his same position.

15 Q. Has Jon Carls ever had any discussions with  
16 you or anyone from Tri-County regarding resolution of  
17 territorial disputes between the two entities?

18 A. Never.

19 Q. Your question with regard to what occurred  
20 during the July 5, 2005, meeting at Tri-County  
21 headquarters in which you, Brad Grubb, Dennis Ivers  
22 attended on behalf of Tri-County, Jeff Lewis and I

1 think Mr. Pearson on behalf of Citation attended and  
2 Todd Masten and Michael Tatlock on behalf of IP  
3 attended, during the course of that meeting what, if  
4 anything, did either Michael Tatlock or Todd Masten  
5 say to you with regard to the right of IP to serve  
6 the gas plant of Citation?

7 A. The entire conversation was that it was  
8 Tri-County's right to serve; it is on Tri-County's  
9 side of the boundary; it is Tri-County's load to  
10 serve.

11 Q. During the course of that conversation did  
12 anyone from Citation make it clear that they wanted  
13 to serve the gas plant, that is the Citation gas  
14 plant, by means of the Citation-owned distribution  
15 line which either existed or they were going to add  
16 to or build as it ran from the IP Texas Substation to  
17 the gas plant?

18 A. Yes. They expressed that desire, as they  
19 did at the previous meeting.

20 Q. Notwithstanding the expression of that  
21 desire by Citation did Michael Tatlock or Todd Masten  
22 say that that would allow IP to serve the gas plant?

1           A.    Oh, no.

2           Q.    As you left that meeting July 5, 2010, what  
3    was your understanding of the rights of either IP or  
4    Tri-County to serve the gas plant?

5           A.    I was extremely confident, leaving that  
6    meeting, that we were all in agreement that it was  
7    Tri-County's load to serve, it was on Tri-County's  
8    side of the line and that we were the appropriate  
9    provider of service.

10          Q.    Now, you have seen this letter of July 14  
11    or this phone call of July 14 with Todd Masten.  What  
12    effect did that have on you as manager of Tri-County,  
13    this call to Todd Masten on July 14, 2005, relative  
14    to the right of Tri-County to serve the gas plant of  
15    Citation?

16          MR. BARON:  Objection, that is outside the  
17    scope of cross.  I never asked about any conversation  
18    in regards to the July 14 phone conversation.

19          MR. TICE:  I think you did.

20          MR. BARON:  I just asked if there was a phone  
21    call.  That was it.

22          MR. TICE:  Well, he asked if there was a phone

1 call. She has testified to the nature of the phone  
2 call. They have asked, I believe, what the content  
3 of the phone call was. I could be wrong on that,  
4 Judge. I could be wrong. I don't remember. But my  
5 understanding, my impression, my recollection is they  
6 asked her questions about the phone call because she  
7 said -- I think she said he flipped. I think that's  
8 in her testimony this morning. That had to be in  
9 response to a question by IP.

10 MR. HELMHOLZ: It could very well have been  
11 non-responsive, Your Honor.

12 JUDGE JONES: Well, one at a time on the  
13 AmerenIP attorneys here.

14 MR. TICE: Well, that objection was overruled.  
15 So I know that the question was posed and the answer  
16 was found appropriate by the Judge that she made.

17 JUDGE JONES: Well, there seems to be some  
18 uncertainty here as to exactly what was said, so it  
19 makes a ruling somewhat difficult. Rather than root  
20 back through the transcript on this, which could be  
21 pretty time consuming, what I will do is I will allow  
22 the question based on the representation that the

1 door was opened. But AmerenIP will have leave to  
2 make an appropriate motion filing if their reading of  
3 the transcript later discloses something different to  
4 them and they wish to pursue that. If they do, we  
5 will take it up, but for now we will allow the  
6 question.

7 BY MR. TICE:

8 Q. What was your reaction to the phone call of  
9 Todd Masten relative to the matters here?

10 A. I was shocked and disappointed.

11 Q. Why?

12 A. Well, it is such a reversal of position. I  
13 mean, we left that meeting and I was confident we  
14 were together on this, that we were of the same mind.  
15 And then to find out a few days later they reversed,  
16 I was very surprised.

17 Q. All right. Now, you were also given IP  
18 Cross Examination Exhibit Number 9 which is a series  
19 of notes that you kept in your own handwriting during  
20 the period of time of January 29, 1997, through I  
21 believe July 5, 2005, and which notes were provided  
22 to IP in discovery by Tri-County. Do you have a copy

1 of IP Cross Examination Exhibit Number 9?

2 A. Yes, I do.

3 Q. I want you to turn to the very back page of  
4 that Cross Examination Exhibit Number 9, referring to  
5 your notes of July 5, 2005. And on the right-hand  
6 side of the page we have a number of notes that were  
7 made. When were those notes made on the right-hand  
8 side of the page?

9 A. On July 5 during the meeting.

10 Q. And I notice that there is a number of  
11 things mentioned in there, territorial swap, load  
12 swap, revenue sharing, sales of territory based on  
13 revenue projection, timeline, etc. Why did you make  
14 those notes? What's the purpose of those notes that  
15 you made?

16 A. Well, we were discussing some sort of  
17 settlement in this issue. We both believed it was  
18 Tri-County's load to serve, both meaning IP and  
19 Tri-County. Representatives from Citation wanted to  
20 serve from their own distribution line. So we were  
21 discussing settlement issues, could we swap territory  
22 or loads or revenue share, you know, some way to work

1 with the customer and still honor the territorial  
2 agreement.

3 Q. Now, let me take these same notes that are  
4 attached to part of IP Cross Examination Exhibit  
5 Number 9 and I want you to go to the first page of  
6 those notes, starting with the dates of January 29,  
7 1997, through August 10, 1999, and into the second  
8 page and even into the third page up 'til August 19,  
9 and then there is no year on that part. Up to that  
10 point. Generally what do these notes -- what was  
11 occurring in these conversations as you can recall  
12 now from these notes of these conversations you had  
13 with either Texaco representatives or Citation  
14 representatives, Mrs. Scott?

15 A. The conversations in general were always  
16 someone from either Texaco or Citation trying to find  
17 a better deal, a better way, a cheaper way to serve  
18 the oil field.

19 Q. With electricity, you mean?

20 A. I am sorry, with electricity, yes.

21 Q. Were they asking this -- what area of the  
22 oil field were they asking this in respect to?

1           A.   Well, different areas at different times.  
2   At one time they were talking about the entire load.  
3           MR. SMITH:  Objection, no question pending.  
4           MR. TICE:  I don't know.  I think that it is  
5   responsive to my question, and I have only the right  
6   to object to questions being answered as  
7   non-responsive, Your Honor.  
8           JUDGE JONES:  Any response?  
9           MR. SMITH:  She answered the question and then  
10  she went on and added more to it.  That's all.  
11          JUDGE JONES:  You complete your answer.  Then  
12  we will see if there is any objection to it on some  
13  basis.  
14          THE WITNESS:  Q.  At one time they were talking  
15  about the entire load.  Later, in later dates they  
16  were talking about a portion of the load, Lomanko  
17  drilling.  They talked about that a couple times.  
18          BY MR. TICE:  
19          Q.  What did they say with respect to this  
20  Lomanko --  
21          JUDGE JONES:  Wait a minute.  Is there an  
22  objection to the balance of that?

1 MR. SMITH: No.

2 JUDGE JONES: All right. Go ahead.

3 BY MR. TICE:

4 Q. What did they say with respect to the  
5 Lomanko load?

6 A. Well, apparently this was after Citation  
7 Well had purchased the oil field. The Lomanko  
8 purchased a portion of it, and IP wouldn't allow both  
9 oil fields to be fed through the Citation  
10 distribution system, and they wanted to know if we  
11 could serve over the Citation distribution system.

12 Q. What was always your response to -- always  
13 your response to either Texaco or Citation when they  
14 would come to you like this and ask if you, that is  
15 Tri-County, could provide electric service to either  
16 part of or all of or some portion of the Salem Oil  
17 Field?

18 MR. BARON: Your Honor, I object. None of this  
19 was discussed during my cross examination.

20 MR. TICE: Your Honor, the IP Cross Examination  
21 Exhibit Number 9 is not limited. They have asked to  
22 be admitted this whole series of notes. Now, we are

1     entitled to have an explanation of what these notes  
2     are about because they have opened the door to them.

3                     And I think it is relevant in this  
4     case because it shows, I think it demonstrates quite  
5     clearly, the nature of this customer Citation in this  
6     case. Citation has petitioned to intervene in this  
7     case. They are now a party to this case. I think it  
8     is irrelevant to a certain extent what they have been  
9     doing in the past with respect to asking for electric  
10    service or how they seek to get electric service from  
11    either IP or Tri-County with regard to the Salem Oil  
12    Field.

13                    It has been and still is Tri-County's  
14    position in this case that Tri-County is entitled to  
15    serve this particular load, that is the gas station  
16    and some of these gas compressor sites, and that the  
17    use of the Citation distribution line is nothing more  
18    than a ruse that the customer has been willing to  
19    utilize both against and in favor of either one of IP  
20    or Tri-County.

21                    I think since they put the notes in  
22    front of the Commission, they are asking for them to

1     be admitted, we have got a right to explain the  
2     nature of these notes and what was going on in these  
3     conversations, and this is the witness who knows  
4     anything about it. Other people mentioned in these  
5     notes --

6             MR. SMITH: Your Honor, when do we get to  
7     respond with this continuing line of argument?

8             MR. TICE: Well, it is an argument in  
9     opposition to the question about relevancy to this  
10    line of questioning.

11            MR. SMITH: First of all, I object to the term  
12    "ruse." And with regard to past negotiations or  
13    discussions between the parties, I don't know that  
14    that had -- with regard to service to the Salem Oil  
15    Field has absolutely no relevance.

16                    I want to point out that there is a  
17    stipulation on file where Tri-County has said that  
18    the only thing that -- they are not seeking to serve  
19    the oil field, they are not seeking to serve the oil  
20    wells. They have limited, you know, their complaint  
21    in this case.

22                    So going on to these other matters is

1     just simply a waste of time at this point, Your  
2     Honor.  That's all.

3             MR. TICE:  Well, Your Honor, to allow the notes  
4     in, without a full explanation of what the notes are  
5     about, leaves the trier of fact have to conjecture  
6     about what really these notes are all about.  I think  
7     it is relevant as to the attitude and motive of the  
8     customer in this case.

9             This case is very much about whether  
10    or not this Service Area Agreement is going to be a  
11    viable document for resolving territorial disputes  
12    between Tri-County and IP or it is not, and whether  
13    or not a customer can utilize its own privately-owned  
14    distribution line to avoid --

15            JUDGE JONES:  I hate to cut you off but this is  
16    an extremely long argument.  This is over what  
17    essentially came in or may come in as a cross  
18    examination exhibit.  It's been a long time since we  
19    heard the question.  I'm going to have to hear it  
20    read back, please.  If need be we will just set this  
21    for a separate day and you can argue as much as you  
22    want over this cross exhibit, the ramifications of

1     it, and all the questions that pertain to it. But we  
2     are not going to spend much more time battling over  
3     this cross exhibit today with other witnesses in the  
4     line up and others after that. So it is kind of your  
5     call.

6                     Mr. Helmholtz?

7             MR. HELMHOLZ: Your Honor, I just want to alert  
8     you that we are turning into a total surprise, this  
9     issue, that is extremely strange. We will seek leave  
10    to provide supplemental rebuttal to this in an  
11    efficient exhibit. The Salem Unit has never been  
12    divided; that is a fact of law over at the DNR. This  
13    idea that Lomanko did not buy the unit, this is a  
14    shock and a surprise, and we believe there is ample  
15    evidence that will refute this irreparably.

16                    So I just want to alert the chair and  
17    opposing counsel that we will seek leave to make sure  
18    the record is truthful on this issue.

19             JUDGE JONES: Could we have the question read  
20    back, please?

21                             (Whereupon the requested portion  
22                             of the record was read back by

1 the Reporter.)

2 JUDGE JONES: All right. Objection sustained.

3 I believe that question goes somewhat beyond the  
4 content of these notes and cross examination of them.  
5 I have granted counsel quite a bit of leeway in  
6 asking these questions, but I believe that one goes a  
7 little bit beyond that.

8 Again, if the parties want to set this  
9 for a separate date and battle it out over this, we  
10 will be happy to oblige you. We have to draw the  
11 line somewhere. This is essentially redirect on a  
12 cross exhibit, among other things.

13 So, go ahead.

14 BY MR. TICE:

15 Q. Did Tri-County ever take any action prior  
16 to this particular proceeding before the Commission  
17 to serve any portion of the Salem Oil Field of  
18 Citation?

19 A. No, we did not.

20 Q. Did your discussions with either Citation  
21 or Texaco regarding service to the Salem Oil Field as  
22 reflected by these notes on Cross Examination Exhibit

1 9 ever proceed any further than the phone  
2 conversations that you have referenced in these  
3 notes?

4 MR. BARON: Objection, which conversations?

5 Q. Did your conversations with Citation or  
6 Texaco with regard to the service by Tri-County to  
7 the Salem Oil Field ever proceed any further than the  
8 particular conversation you have noted here in your  
9 notes on Exhibit Number 9?

10 MR. BARON: Objection again, what date and what  
11 conversation? There wee multiple conversations on  
12 multiple dates that are discussed.

13 Q. The conversation stated and referenced and  
14 identified in IP Cross Examination Number 9. Did you  
15 ever have any other conversations -- did any  
16 conversations regarding service by you, Tri-County,  
17 to the Salem Oil Field ever proceed any further than  
18 what is referenced in your notes on Cross Examination  
19 Number 9?

20 A. No, with the exception of the 2005. There  
21 are a couple of notes on the very bottom of 2005 and  
22 that was dealing with this case at hand.

1           Q.   All right.  Now, Mrs. Scott, with respect  
2   to the questions asked of you by Attorney Gary Smith  
3   regarding Tri-County Exhibit A-4 which is the  
4   application for service signed by Citation for  
5   electric service to the Citation office, you were  
6   questioned about any writing indicating acceptance of  
7   that application.  You referenced the fact that there  
8   would be an annual meeting notice and there would be  
9   allocation of capital credits to the customers?

10          A.   Yes.

11          Q.   How is the annual meeting notice to members  
12   of Tri-County sent to the members such as Citation?

13          A.   It is mailed to them.

14          Q.   Is it a written notice?

15          A.   Yes, it is written.

16          Q.   And what kind of a notice does Tri-County  
17   provide with evidence of allocation of capital  
18   credits to Citation as a member for utilizing  
19   electric service of Tri-County?

20          A.   It is a written notice.

21          Q.   You were questioned by Mr. Smith about who  
22   owns the land between Tri-County's three-phase line

1 on the south side of where the gas plant is currently  
2 located and the Citation office is. And you answered  
3 that you did not know; you assumed Citation?

4 A. Yes.

5 Q. You currently serve, that is Tri-County,  
6 currently serves the Citation office, is that  
7 correct?

8 A. That is correct.

9 Q. Do you have a line that extends from the  
10 Tri-County three-phase line running east and west  
11 south of the office up to the office?

12 A. Yes.

13 Q. And that's an electric distribution line?

14 A. Yes.

15 Q. Is the size a 12.47kV line?

16 A. Yes.

17 Q. Do you have any easements from Citation  
18 across their lands to get that line up there?

19 MR. SMITH: Objection, assuming -- unless you  
20 mean to the office.

21 MR. TICE: To the office.

22 MR. SMITH: Okay, withdrawn.

1           THE WITNESS:  Q.  I don't know if I have looked  
2   it up.  I don't know for certain.

3           BY MR. TICE:

4           Q.  Does Tri-County have any kind of policies  
5   or rules that require a member to allow Tri-County to  
6   have access across the current member's property in  
7   order to get electric distribution lines from  
8   Tri-County's distribution system to the customer?

9           A.  Yes.

10          MR. SMITH:  My only objection is that there is  
11   a document that needs to be -- unless we are talking  
12   about some practice as opposed to a written policy, I  
13   object.  He is not producing the document.  It is  
14   certainly within their control.

15          MR. TICE:  Well, we can produce the policy, if  
16   that's what it is.  My whole reason for asking the  
17   question was I wasn't certain as to what Mr. Smith's  
18   purpose in asking that question was, unless it was to  
19   raise the issue of Tri-County not being able to get  
20   service to the gas plant without an easement.  And  
21   that's simply solved with the policy, because  
22   Citation is a member of Tri-County currently by

1 reason of service of the office.

2 Tri-County would be more than happy to  
3 furnish as an additional exhibit by Tri-County that  
4 policy, if that's what the objection is about. And  
5 that's the only question I was going to ask in that  
6 area. We will be happy to furnish that. I don't  
7 have it with me, but we can get it, put it in the  
8 record.

9 JUDGE JONES: Mr. Smith?

10 MR. SMITH: Well, I think it is incumbent upon  
11 them to produce it now, if that's what they want to  
12 do. But I think I am entitled to see what the  
13 complete rule is, if that's what he is trying to use  
14 the rule through this witness orally. Whatever your  
15 ruling is is fine. I don't think -- we don't need to  
16 belabor this very long, but I do object to just  
17 having her recite something that is actually supposed  
18 to be a written rule that hasn't been produced.

19 MR. TICE: Well, up until now it's not been an  
20 issue, Judge. It became an issue with the question,  
21 I think. That's the way I interpreted the question;  
22 maybe I interrupted it wrong. But this is my only

1 time to try to address it.

2 JUDGE JONES: Timing-wise, I mean, this came up  
3 on cross. That doesn't totally solve the problem of  
4 whether the document itself should be used as opposed  
5 to just testimony about it. We will allow the  
6 question and see where it goes from there.

7 MR. TICE: I think the answer was yes.

8 THE WITNESS: The answer was yes.

9 BY MR. TICE:

10 Q. And that policy says -- what's the policy  
11 require?

12 MR. SMITH: Same objection.

13 Q. I understand.

14 A. The policy requires a member to give an  
15 easement to cross their property to bring service to  
16 them, to their load.

17 Q. I don't have any other questions -- well,  
18 just a moment. I will ask you to refer to, Mrs.  
19 Scott, to your direct testimony. There is an Exhibit  
20 A-2 attached to it, I believe?

21 A. Yes.

22 Q. Which is a map and looks very simply as

1     this map, do you see this?

2             A.    Yes.

3             Q.    Does that map show on it the Tri-County  
4     three-phase line running in black from the right-hand  
5     to the left-hand side of the bottom of that map?

6             MR. BARON:  Objection, Your Honor.  Again,  
7     that's outside of the scope of the cross examination.  
8     We didn't discuss this map.  We didn't discuss  
9     Tri-County's three-phase line running next to the  
10    office complex or anything like that, so.

11            MR. TICE:  I did ask on redirect --

12            MR. BARON:  And it is already an exhibit.

13            MR. TICE:  I did ask on redirect, Your Honor,  
14    about the line, distribution line, from that  
15    three-phase line up to the Citation office.  My only  
16    point was to clarify it on this map so we can look at  
17    it and know what we were talking about.  The map  
18    speaks for itself.  It is already there, but.

19                    I realize they did not ask about this  
20    map on cross examination, but was asked by Mr. Smith  
21    about the -- and I think also by IP's attorney --  
22    about service to the office.  This map reveals how

1 electric service is taken by Tri-County up to the  
2 office of Citation.

3 JUDGE JONES: All right. Objection overruled.  
4 It is tied to cross.

5 BY MR. TICE:

6 Q. Mrs. Scott, does Exhibit A-2 reflect the  
7 Tri-County three-phase line in black?

8 A. Yes.

9 Q. And does it reflect the current  
10 distribution line utilized by Tri-County to bring  
11 electric service to the Citation office?

12 A. Yes.

13 Q. Is that in the green color?

14 A. It is in green.

15 MR. TICE: I have no other questions on  
16 redirect of Mrs. Scott.

17 JUDGE JONES: Okay, thank you. Is there  
18 recross?

19 MR. BARON: Yes.

20 RECROSS EXAMINATION

21 BY MR. BARON:

22 Q. Ms. Scott, territory is not the sole

1 determination of who has the right to serve a  
2 customer under the Service Area Agreement, is that  
3 correct?

4 A. I believe it is, with the exception of  
5 loads that were, you know, in place when the  
6 agreement was written. We call those in our  
7 terminology grandfathered, existing, uh-huh. But  
8 otherwise, yes.

9 Q. So you identify just one of the exceptions  
10 to the territory, correct, in which you claim there  
11 is a grandfather provision? So there is two ways  
12 there, basically?

13 A. That's all I can think of right at this  
14 moment.

15 Q. So territory is not the sole determinant  
16 then of who can serve a customer under the Service  
17 Area Agreement?

18 A. No, I think your statement is incorrect.  
19 With a new customer, it is the sole determinant.

20 Q. I didn't ask about a new customer. I just  
21 said under the Service Area Agreement territory is  
22 not the sole determination of who has a right to

1     serve a customer, and that's the extent of the  
2     question.

3             A.    I did.

4             Q.    And you identify one other way earlier in  
5     your testimony.  So that's not the sole determinant  
6     then, is it?

7             A.    That's kind of a broad question.

8             Q.    Can AmerenIP serve its existing customers  
9     in your territory?

10            A.    There are a limited number of customers  
11    that were in the other person's territory in 1968  
12    when this agreement was signed, and those customers  
13    were not required to change power providers.

14            Q.    And that wasn't my question, though.  Do  
15    you have Exhibit A-1 to your testimony?

16            A.    Yes, I do.

17            Q.    And you are familiar with the Service Area  
18    Agreement?

19            A.    Yes.

20            Q.    And you are familiar with Section 3-AB --  
21    oh, 3-B, sorry.

22            A.    Yes.

1           Q.    It says, "Each party shall have the right  
2   to continue to serve all of its existing customers"?

3           A.    Yes.

4           Q.    So that's another avenue for AmerenIP and  
5   for Tri-County to serve customers, correct?

6           A.    Yes, that's what we just discussed, yes.

7           Q.    Regardless of territory.  3-B does not  
8   concern territory, correct?

9           A.    It references the territory, but it says,  
10   "shall have the right to continue to serve all of its  
11   existing customers and existing points of delivery  
12   located within the service area of the other party as  
13   of the effective date."

14          Q.    And whenever this meeting occurred on July  
15   5, 2005, with AmerenIP and Citation, Todd Masten and  
16   you never discussed reducing voltage with these  
17   transformers creates a new point of delivery,  
18   correct?

19          A.    No, we didn't.

20          Q.    And no one discussed or no one from IP  
21   discussed whether if Citation extended its system  
22   that would create a new point of delivery under the

1 service area definition, correct?

2 A. Give me just a moment. Let me refer to my  
3 notes so I can make sure I answer you.

4 MR. HELMHOLZ: I think the witness needs to  
5 answer first.

6 MR. BARON: Yeah, that's not part of the  
7 exhibit. I don't know.

8 MR. TICE: She has got notes that you put in  
9 and she is referring to IP Exhibit Number 9.

10 JUDGE JONES: You can ask her what she is  
11 referring to, if you want.

12 BY MR. BARON:

13 Q. What are you referring to?

14 A. Your AmerenIP Exhibit Number 9, Cross  
15 Exhibit, last page. Could you repeat the question,  
16 please?

17 Q. Yeah. No one from AmerenIP discussed  
18 whether if Citation extended its system that would  
19 create a new point of delivery under the definition  
20 in the Service Area Agreement?

21 A. I don't believe so, no.

22 Q. And likewise there is no discussion from

1 anyone from IP whether if Citation extended its  
2 system that would be an existing point of delivery  
3 under the Service Area Agreement?

4 A. No.

5 Q. Earlier you referred to conversations that  
6 you had with Brad Grubb after, I guess, a site  
7 inspection that he did or a visit he did with  
8 Citation in the spring of 2005. Do you recall those  
9 line of questions on redirect?

10 A. Yes.

11 Q. Did you ask Mr. Grubb to prepare a  
12 memorandum to file as to what his discussions were  
13 with the Citation employees?

14 A. Could you repeat that?

15 Q. Did you ask Mr. Grubb to prepare a  
16 memorandum to file, a written memorandum, summarizing  
17 his conversations with the Citation employees in the  
18 spring of 2005?

19 A. To file where? Here?

20 Q. To file -- well, it's a memorandum for  
21 Tri-County's business records.

22 A. Oh, no. We wouldn't typically do that.

1           Q.    That would have been more accurate, though,  
2    than a couple of conversations that you tried to  
3    recall five or six years afterwards?

4           A.    More accurate or not, it is just not how we  
5    do it.

6           Q.    I think earlier, too, you testified on  
7    redirect that sometimes Mike Tatlock and Dennis Ivers  
8    settle "those" service area disputes.  Do you recall  
9    that?

10          A.    Yes.

11          Q.    What does "those" refer to?

12          A.    It's a long answer.

13          Q.    Well, no disputes regarding service to the  
14    Salem Unit?

15          A.    No.

16          Q.    That's never occurred before, correct, up  
17    until June of 2005?

18          A.    Not that I am aware of, no.

19          Q.    Did anybody have a copy of the Service Area  
20    Agreement at the meeting on July 5?

21          A.    I wouldn't know.

22          Q.    You didn't witness anyone with a copy at

1 the meeting?

2 A. No, but I didn't look through their papers,  
3 either. I don't know. I didn't have one back there  
4 with me. That I know.

5 Q. And no one discussed the provisions of the  
6 Service Area Agreement during the meeting on July 5?

7 A. "Provisions" is the word I am having  
8 trouble with. We discussed the territory agreement.  
9 We discussed the line. We discussed it was on our  
10 side of the line.

11 Q. But no one discussed the language of the  
12 Service Area Agreement?

13 A. That is correct.

14 MR. BARON: No further questions.

15 JUDGE JONES: Any other recross?

16 MR. SMITH: Yeah, just a very brief point of  
17 clarification.

18 RECROSS EXAMINATION

19 BY MR. SMITH:

20 Q. You were asked earlier about some rules  
21 requiring the member to give an easement for new  
22 service. Do you recall that?

1           A.    Yes.

2           Q.    Can you tell me what document that's in in  
3   Tri-County's records?

4           A.    It is in our policy manual.

5           Q.    It is not in the bylaws?

6           A.    No.   It is in the policy manual.

7           Q.    And the policy manual, is that different  
8   from your rules and regulations?

9           A.    It is the rules and regulations.

10          Q.    Okay.   So the policy manual is the same as  
11   your rules and regulations?

12          A.    Yes.

13          Q.    Okay.   Look at -- I just want to make sure  
14   that I understand what documents are what.   Looking  
15   at your Exhibit A-4, this little half page member  
16   document?

17          A.    Uh-huh.

18          Q.    There in 7 and then it's got 7(b), where it  
19   says, you know, "Acceptance of the application by the  
20   Cooperative" and then it drops down to (b), it says,  
21   "constitute an acceptance of the applicant in the  
22   Cooperative with such rights and liabilities as

1 specified in the bylaws" and then it goes on in the  
2 last sentence and makes reference to rules and  
3 regulations?

4 A. Yes.

5 Q. So this is the part of the agreement with  
6 the customer that makes the policy manual that are  
7 also the rules and regulations binding on them for  
8 the easement, is that correct?

9 A. Yes, it is.

10 Q. Are you willing to produce the written  
11 portion of the rules and regulations that pertain to  
12 what we are talking about here?

13 JUDGE JONES: Well, wait a minute. You want to  
14 direct that to counsel about what somebody is willing  
15 to produce?

16 MR. SMITH: I thought he offered to do it  
17 earlier.

18 MR. TICE: We will produce it.

19 BY MR. SMITH:

20 Q. Is it just like a page or a brief  
21 paragraph? It is not pages and pages.

22 A. No, it is a one-page policy approved by our

1 board of directors.

2 MR. SMITH: That's all I have. Thanks.

3 JUDGE JONES: Thank you. Any re-redirect?

4 MR. TICE: I have no redirect.

5 JUDGE JONES: Thank you, Ms. Scott.

6 (Witness excused.)

7 MR. TICE: I would at this time ask to have

8 introduced into evidence, however, the Tri-County

9 Exhibits A, A-1, A-2, A-3, A-4, A-5, A-6, A-7, and

10 A-8, and Tri-County has no objections to the

11 admission of IP Cross Examination Exhibits 1 and 9.

12 MR. SMITH: Judge, may I simply inquire, I

13 thought your ruling earlier admitted the exhibits

14 that Mr. Tice is now referring to. If I am

15 incorrect--

16 MR. TICE: I am just trying to cover it.

17 That's all.

18 MR. SMITH: Well, I just want to know how we go

19 for the next two weeks on this thing. Once you admit

20 it, are we going to go through this again or do we

21 have to it twice or just once?

22 MR. BARON: We can assume it is admitted.

1 JUDGE JONES: Those exhibits were admitted  
2 except for the portions that are objected to in the  
3 motion, and those portions are on hold.

4 MR. SMITH: Thank you.

5 JUDGE JONES: But the other -- otherwise those  
6 exhibits, the testimony and the exhibit and the  
7 attachments are admitted.

8 I would note that the versions  
9 admitted are the ones, in the case of color exhibits  
10 or color maps or photos, that were filed with the  
11 Commission and circulated to other parties, rather  
12 than the photocopies of those that are on e-Docket.  
13 So in those instances what is admitted is what was  
14 filed and circulated, that is, the full-sized color  
15 versions of those various items. I mentioned we will  
16 need to be a little more specific about identifying  
17 those specific ones that are like that. So we can  
18 take care of that easily enough at a later point.

19 And regarding AmerenIP Exhibits 1 and  
20 9, those are still being offered, correct?

21 MR. BARON: Yes, Your Honor.

22 MR. SMITH: And I join in it.

1           JUDGE JONES:  Let the record show that AmerenIP  
2   Cross Exhibit 1 and Cross Exhibit 9 are hereby  
3   admitted into the evidentiary record in this  
4   proceeding.

5                               (Whereupon AmerenIP Cross  
6                               Exhibits 1 and 9 were admitted  
7                               into evidence.)

8           JUDGE JONES:  Anything else with respect to the  
9   status of those various exhibit items before we move  
10  on?

11                              (No response.)

12                              Let the record show there is not.

13                              All right.  Is Tri-County ready to  
14  call its next witness?

15           MR. TICE:  Your Honor, how do -- now we don't  
16  -- on these exhibits we just talked about, they are  
17  already in the e-file, these ones that I used for the  
18  witnesses' purposes on the stand.  We can keep those,  
19  is that how you are handling it?  They don't have to  
20  be turned over.

21           JUDGE JONES:  They do not, with the exception  
22  of the ones that are in color or over-sized color

1 exhibits. Now, those have been -- we haven't done  
2 anything with those, other than admit them. So they  
3 are deemed admitted. How many copies of those --  
4 there is at least a copy of those in the Clerk's  
5 Office.

6 MR. TICE: There is.

7 JUDGE JONES: At some point we need to get to  
8 identifying them in one place. I think the simplest  
9 way is to do it on the exhibit list, but it wouldn't  
10 have to be done that way, and then that base will be  
11 covered, too. You could, if you have copies of those  
12 ones with you that are extras that have the color  
13 exhibits, the maps and photos and over-sized color  
14 maps that are available to be marked by the court  
15 reporter, that's another way to do it. We will  
16 probably have to do that eventually with them because  
17 they don't lend themselves to a simple e-Docket  
18 reference like all the rest.

19 All the e-Docket information will be  
20 applicable in terms of when they were filed and what  
21 they are, but it won't pick up the color and it won't  
22 pick up the size. So with those we will need to mark

1 a set at some point, you know, bear the same ID  
2 numbers that you have already given them. I think  
3 that all the parties have their exhibits pretty well  
4 marked. So that's always good. If you have a set  
5 here, maybe set them aside and we may go ahead and  
6 take care of that when they get in.

7 MR. TICE: We will do that with Tri-County's  
8 and give them to the court reporter. I am not  
9 prepared to do it right now or tonight maybe even.  
10 So we can hand them to you tomorrow.

11 JUDGE JONES: That's certainly one way to  
12 handle it and, again, no rush. We can get that done  
13 kind of on a work-in basis. Any questions about  
14 that?

15 MR. TICE: We have gone to get Mr. Ivers.

16 JUDGE JONES: Would you please raise your right  
17 hand and be sworn?

18 (Whereupon the witness was duly  
19 sworn by Judge Jones.)

20 JUDGE JONES: Thank you. The witness seat, is  
21 that the preference?

22

1 DENNIS IVERS

2 called as a witness on behalf of Tri-County Electric  
3 Cooperative, Inc., having been first duly sworn, was  
4 examined and testified as follows:

5 DIRECT EXAMINATION

6 BY MR. TICE:

7 Q. Would you state your name, please.

8 A. Dennis Ivers.

9 Q. And, Mr. Ivers, are you an employee of  
10 Tri-County Electric Cooperative Incorporated?

11 A. Yes, I am.

12 Q. Are you currently the Director of  
13 Engineering for Tri-County?

14 A. Yes.

15 Q. I have presented to you Tri-County Electric  
16 Cooperative, Inc., Exhibit B and with attached to it  
17 Tri-County Exhibit B-1, A-6, B-2. And is Tri-County  
18 Exhibit B and the attached exhibits to it your  
19 prepared direct testimony in this case?

20 A. Yes.

21 Q. And is that testimony true and correct to  
22 the best of your knowledge?

1           A.    Yes.

2           Q.    Do you have any corrections or changes you  
3 wish to make to it at the present time?

4           A.    No.

5           Q.    I have also handed to you what's been  
6 marked as Tri-County Electric Cooperative, Inc.,  
7 Exhibit I which purports to be your prepared rebuttal  
8 direct testimony in this docket and attached to that  
9 is a map marked Exhibit B, as in Banker, 2. Do you  
10 have that document?

11          A.    Yes, I do.

12          Q.    And is Exhibit I your prepared rebuttal  
13 direct testimony in this case?

14          A.    Yes.

15          Q.    There is a map attached thereto, yes or no?

16          A.    Yes, sir. Yes.

17          Q.    And is that prepared rebuttal direct  
18 testimony and the exhibit attached to it true and  
19 correct to the best of your knowledge?

20          A.    Yes.

21          Q.    Is there any corrections or changes you  
22 wish to make to it at the present time?

1           A.    No, sir.

2           MR. TICE:  I would submit Tri-County Exhibit B,  
3   the prepared direct testimony of Dennis R. Ivers and  
4   Exhibit B-1, A-6, B-2 attached thereto and Dennis  
5   Ivers' prepared rebuttal direct testimony Tri-County  
6   Exhibit I with the attached exhibit map to it  
7   identified as Exhibit B-2 in evidence and submit the  
8   witness for cross examination.

9           JUDGE JONES:  Thank you.  Any objection to the  
10   admission of those exhibits?

11          MR. BARON:  AmerenIP has an objection on the  
12   same grounds as Marcia Scott.  There is portions of  
13   Mr. Ivers' direct testimony that contains conclusions  
14   regarding the Service Area Agreement, also a legal  
15   fact of statements made by AmerenIP witnesses.  I  
16   would tender the motion at this time and assume you  
17   will reserve ruling, and we would also reserve the  
18   right to file an amendment in support at the end of  
19   the close of evidence.

20          MR. SMITH:  I join in that.

21          JUDGE JONES:  All right.  We will handle it the  
22   same way.  I will note that we will have to do some

1 scheduling on that, but I think that the motion  
2 itself has to be filed as well, other than right  
3 here, actually filed with the Commission in the  
4 Clerk's Office.

5 MR. BARON: Yeah, we are going to e-file it.

6 JUDGE JONES: Gotcha.

7 MR. TICE: I have the same objections to it  
8 that I stated the last time, Your Honor.

9 JUDGE JONES: Okay, thank you. Are there any  
10 other objections other than those in the motion?

11 (No response.)

12 With regard to the portions that are  
13 subject to the motion to strike, those will be  
14 handled in the same way as with Ms. Scott's  
15 testimony. We will have to do some scheduling at  
16 some point to get the motion addressed and ruled  
17 upon. But in the meantime the rest of the exhibits  
18 can be ruled upon.

19 So Tri-County Exhibit B and the  
20 attachments thereto, Tri-County Exhibit I and  
21 attachments thereto, are hereby admitted into the  
22 evidentiary record, except for those passages of

1 testimony that are subject to the motion to strike.

2 (Whereupon Tri-County Exhibit B  
3 with Attachments B-1, A-6, B-2  
4 and Exhibit I with Attachment  
5 B-2 were admitted into  
6 evidence.)

7 Just so the record is clear, except as  
8 noted, those items are all admitted into the  
9 evidentiary record. They are all listed on the  
10 exhibit list. To the extent there are some colored  
11 attachments or over-sized colored attachments, those  
12 are admitted also, but we at some point will be using  
13 the full-sized color versions of those as the  
14 official exhibits being admitted into the record in  
15 this docket. I will make arrangements at some point  
16 to get those marked and physically into the record.

17 Any questions on that?

18 MR. SMITH: No.

19 JUDGE JONES: All right. Mr. Ivers is tendered  
20 for cross. Is there some cross examination for  
21 Mr. Ivers?

22 MR. BARON: There is, Your Honor.

1 JUDGE JONES: Mr. Baron.

2 CROSS EXAMINATION

3 BY MR. BARON:

4 Q. Mr. Ivers, are you familiar with the Salem  
5 Unit?

6 A. I am sorry?

7 Q. You are familiar with the Salem Unit,  
8 correct?

9 A. The Salem Unit, you are talking about the  
10 Citation.

11 Q. The Salem Oil Field?

12 A. I am familiar with the Citation oil field,  
13 yeah.

14 Q. Have you ever heard the term Salem Unit?

15 A. Not that I recall.

16 Q. If you turn to page 2 of Exhibit B which is  
17 your direct testimony, there is a question and answer  
18 starting on line 10 of page 2, and the question is,  
19 "In your capacity as Director of Engineering were you  
20 contacted by Citation Oil and Gas Corporation  
21 regarding electric service to a new gas plant being  
22 being constructed by Citation in the area of the

1 Salem Oil Field," and the answer is yes. Does that  
2 refresh your recollection as to your knowledge of the  
3 Salem or the Citation field being known as the Salem  
4 Unit?

5 A. Yes, I just don't call it that, but.

6 Q. This is your testimony, though, right?

7 A. Yes.

8 Q. Did you say yes?

9 A. Yes.

10 Q. Do you have Exhibit B-2 handy?

11 A. Okay.

12 MR. BARON: I don't know -- you have colored  
13 copies. I don't know if anyone else has colored  
14 copies of Exhibit B-2. Do you need a copy, Your  
15 Honor?

16 JUDGE JONES: I have one here. Thank you.

17 BY MR. BARON:

18 Q. Can you see this map?

19 A. Yes.

20 Q. I will represent it's a blow-up of Exhibit  
21 B-2 attached to your testimony.

22 A. Uh-huh.

1           Q.    And the red outline, that's -- and you  
2 prepared this map, correct?

3           A.    Yes, uh-huh.

4           Q.    And this red line represents the boundary  
5 of the Salem Unit, is that correct?

6           MR. TICE: Your Honor, I am going to object at  
7 this point unless Mr. Baron makes it clear that the  
8 witness prepared the Exhibit B-2 map attached to his  
9 testimony. He did not prepare the blown-up exhibit  
10 from which Mr. Baron is now questioning the exhibit.  
11 I think his question to the witness was "Did you  
12 prepare this map." I assume he meant the one that  
13 was blown up. I don't know.

14          MR. BARON: And I am referring actually to  
15 Exhibit B-2 attached to Mr. Ivers' testimony.

16          Q.    And you did not blow up Exhibit B-2 and  
17 this is not your demonstrative exhibit?

18          A.    I don't think I prepared this.

19          Q.    Yeah. And is there any -- on the  
20 demonstrative here, this blow-up, do you see anything  
21 that is inaccurate as to what's on your Exhibit B-2  
22 that you did prepare?

1           A.   Not at first glance.

2           Q.   And on Exhibit B-2, the one in front of  
3   you, the red line, that denominates what the Salem  
4   boundary unit is, is that correct?

5           A.   I believe that's correct.

6           Q.   And then there is also a green line, it is  
7   fairly faint, on the left-hand side of Exhibit B-2  
8   and on the right-hand side there is a marker saying  
9   the IP/Tri-County Normal Boundary Lines. Is that  
10   referring to the boundary lines in the Service Area  
11   Agreement?

12          A.   In the 1968 Service Area Agreement, that is  
13   correct.

14          Q.   And there is only one Service Area  
15   Agreement between AmerenIP and Tri-County that you  
16   are aware of, correct?

17          A.   That pertains to this, yes.

18          Q.   And then there is also lines throughout.  
19   It is a little tough here to see them on, I guess,  
20   your Exhibit B-2 but that would be Tri-County's  
21   distribution lines?

22          A.   Yes.

1           Q.    And Tri-County's distribution lines, they  
2   run throughout the Salem Unit, correct?

3           A.    Correct.

4           Q.    And they do because Tri-County has  
5   customers throughout the Salem Unit?

6           A.    Yes.

7           MR. SMITH:   Object to the term "throughout the  
8   is Salem Unit."   To different customers within that  
9   territory?

10          MR. BARON:   Yeah, there are --

11          MR. SMITH:   Not to Citation.   I guess that's  
12   the objection to that.

13          BY MR. BARON:

14          Q.    Citation is a customer, correct?

15          A.    Correct.

16          Q.    And Tri-County serves an office of  
17   Citation's, correct?

18          A.    That's correct.

19          Q.    And that's the extent of Tri-County's  
20   service to Citation within this unit?

21          A.    I believe so.

22          Q.    So when I referred earlier to customers, it

1 is customers other than Citation.

2 A. Yes.

3 Q. And you also note that AmerenIP supplied  
4 electricity to the unit operator of the Salem Unit?

5 A. Yes.

6 Q. And you also understand that the unit  
7 operator of the Salem Unit, they operate wells  
8 throughout the Salem Unit?

9 A. The unit operator, you mean?

10 Q. The company that operates this entire unit.

11 A. Okay. So could you rephrase your question?  
12 Let me try to understand it.

13 Q. That's what I meant by whoever the unit  
14 operator is. Currently Citation is the unit  
15 operator. Do they have oil wells throughout this  
16 system?

17 A. Yeah, yes.

18 Q. On both the Tri-County side and on the IP  
19 side of the territorial lines?

20 A. I believe that's correct.

21 Q. And also do you understand that the unit  
22 operator has its own distribution system within the

1 Salem Unit?

2 A. Yes.

3 Q. And they use that distribution system to

4 connect to their oil wells?

5 A. Yes.

6 Q. The first time that you are aware that

7 Citation contacted Tri-County about service to the

8 gas plant was when Clyde Finch contacted you in

9 February 18, 2005, is that correct?

10 A. Yes. Yes, sir.

11 Q. Prior to that call no one at Citation had

12 contacted you about electricity to the gas plant?

13 A. I am sorry?

14 Q. Prior to February 8, 2005, no one at

15 Citation had contacted you about service to the gas

16 plant, correct?

17 A. No, sir.

18 Q. And during that phone conversation you

19 didn't complete a written application for service to

20 a gas plant, correct?

21 A. No, no written application during the phone

22 call.

1           Q.   Did you prepare a written application after  
2   the phone call?

3           A.   No, sir.

4           Q.   And you also didn't complete a Request for  
5   Service Form?

6           A.   No.

7           Q.   And a Request for Service Form, that's a  
8   form that's used in the engineering department for  
9   service for customers to produce service?

10          A.   I took the request for service in this  
11   particular case as a verbal request.

12          Q.   I understand. But my question is that  
13   there is a Request for Service Form, an actual form,  
14   that the engineering department uses for --

15          A.   There is a form that we use for some  
16   requests, yes.

17          Q.   And the form has a section for a potential  
18   customer to sign, correct?

19          A.   Yes.

20          Q.   And it is Tri-County's standard practice to  
21   have the potential customer sign the form, correct?

22          A.   Not necessarily. We have people request

1 service at other times and we take sometimes a  
2 request for service to be verbal.

3 Q. And I understand. But I asked you about  
4 standard of practice. Do you recall I deposed you on  
5 July 28, 2010, was it, at Tri-County headquarters?

6 A. Yes.

7 Q. And you were under oath and you provided  
8 responses, correct?

9 MR. HELMHOLZ: Can I give you this deposition  
10 transcript, Your Honor?

11 MR. BARON: Yeah, I was going to refer to the  
12 deposition transcript. I apologize.

13 JUDGE JONES: What do you have?

14 MR. BARON: Do you want a copy of the  
15 deposition so you can refer to it? I am just going  
16 to refer to this in this line of testimony.

17 MR. TICE: I think it is objectionable, if he  
18 is trying to impeach the witness at this point. Is  
19 that what you are trying to do?

20 MR. BARON: Yeah, I am trying to ask him about  
21 a series of questions that he answered differently.

22 MR. TICE: I am going to object to the form and

1 manner of the witness's attempted impeachment. There  
2 is a particular way for Ameren to perform that, not  
3 to hand a transcript to the trier of fact until he  
4 has gone through the impeachment process.

5 MR. BARON: I want to provide you with a copy  
6 so you could read along to see exactly what we are  
7 referring to. I don't see anything prejudicial about  
8 that.

9 JUDGE JONES: What do you think should happen?

10 MR. TICE: Well, I think that he should ask the  
11 question of the witness.

12 MR. HELMHOLZ: He is about to.

13 MR. TICE: That's what I am saying. My  
14 objection is to hand the impeaching document, which  
15 is what the transcript is apparently, to the trier of  
16 fact before he gets through the impeachment process.  
17 He's got to find out first if the witness agrees with  
18 what he is saying.

19 MR. HELMHOLZ: It is just for the convenience  
20 of the ALJ.

21 MR. SMITH: It is not a jury trial.

22 MR. TICE: Well, I can't help it. That's up to

1       --

2               MR. HELMHOLZ:  We will withdraw it, Your Honor.

3       We don't want you to be able to read along.

4               BY MR. BARON:

5               Q.  And at your deposition the question was

6       asked,.

7                        "Is there a Request for Service still

8       filled out, though?

9                        A.  "At some point we try to get a

10      Request for Service filled out.

11                      Q.  "Is there a spot for potential

12      customers to sign the form?

13                      A.  "Yes.

14                      Q.  "Is that standard practice, to

15      have the person sign the form?

16                      A.  "At some point, yeah."

17               MR. TICE:  I would ask Mr. Baron to identify

18      the page and line where he is drawing his questions

19      from on the transcript so I can follow.

20               MR. BARON:  Sorry, I thought I did, but I will

21      do it again.  Page 15, starting at line 12 going down

22      to line 21 of page 15 of Mr. Ivers' deposition that

1 was taken on --

2 MR. TICE: Page 15, line 12 to where?

3 BY MR. BARON: 21. The deposition was on July  
4 28, 2010.

5 Q. Did I accurately state your responses to  
6 these questions?

7 A. The standard practice, I guess I am a  
8 little confused. Could you -- I am confused.

9 Q. I just asked is it Tri-County's standard  
10 practice to have a person sign a Request for Service  
11 Form?

12 A. At some point we try to.

13 Q. Okay, thank you. And during your phone  
14 conversation with Mr. Finch on February 18, you  
15 didn't provide Mr. Finch with an amount that Citation  
16 would have to contribute for construction costs for  
17 new service, correct?

18 A. No, sir.

19 Q. And that wasn't provided because you just  
20 didn't have enough details during that initial  
21 conversation, correct?

22 A. That's correct.

1           Q.    And you took no notes of that phone  
2    conversation, correct?

3           A.    No, no written notes.

4           Q.    And during the call you didn't provide  
5    Mr. Finch with Tri-County's electric rates, correct?

6           A.    No, that's correct.

7           Q.    And you didn't prepare a statement just  
8    during that phone conversation, correct?

9           A.    No, sir.

10          Q.    And a staking sheet, that's a term that  
11   Tri-County uses, correct?

12          A.    Yes.

13          Q.    And it is a drawing that lays out the  
14   materials needed to build a new job, correct?

15          A.    That's correct.

16          Q.    And then after the phone conversation you  
17   then sent Mr. Grubb out to meet with Mr. Finch?

18          A.    Yes, I sent Mr. Grubb out to meet with  
19   Mr. Finch after our phone conversation.

20          Q.    And after this phone call with Mr. Finch  
21   you had no further discussions with anyone at  
22   Citation about service to the gas plant until a

1 meeting on July 5, correct?

2 A. That's correct.

3 Q. I think you said that you sent Brad Grubb  
4 out to meet with the people at Citation. You weren't  
5 present at any of those meetings, though, correct?

6 A. I was not.

7 Q. And you don't have personal knowledge of  
8 what was discussed at the meetings, correct?

9 A. Not from my presence being there, no.

10 Q. You only know what someone else told you?

11 A. That is correct.

12 Q. So then the next time that you had a  
13 conversation with Citation about the gas plant was at  
14 the meeting on July 5, correct?

15 A. That is correct.

16 Q. And you were present and Brad Grubb was  
17 present and Marcia Scott of Tri-County, correct?

18 A. Yes.

19 Q. And Jeff Lewis and Ed Pearson of Citation?

20 A. Yes.

21 Q. And then Todd Masten and Mike Tatlock of  
22 AmerenIP?

1           A.    Correct.

2           Q.    And at this meeting Tri-County or Citation  
3           wanted to extend its distribution line from the  
4           proposed gas plant to connect AmerenIP, correct?

5           A.    Could you repeat the question?

6           Q.    Yes.   Citation wanted to extend its own  
7           distribution line from AmerenIP's substation to the  
8           proposed gas plant?

9           A.    They were wanting to extend their own line  
10          to the gas plant.

11          Q.    Could you repeat your answer?

12          A.    They were wanting to extend their own line  
13          to the gas plant.

14          Q.    And Citation did not want Tri-County to  
15          provide electricity, that was not discussed at the  
16          meeting, correct?

17          A.    That particular meeting on July 5 was  
18          mainly discussing what we could do -- what they could  
19          do if Citation fed the gas plant.

20          Q.    But they didn't want electricity from  
21          Tri-County, correct?

22          A.    I know they were wanting to extend their

1     own distribution to it.

2             Q.     That was the extent of your understanding?

3             A.     At that point I didn't know how bad they

4     wanted to extend their distribution to it.  They were

5     trying to extend their own distribution to it.

6             Q.     To what?

7             A.     To the gas plant.

8             Q.     From where?

9             A.     I don't know.  They didn't say where.  I

10    don't know where from.

11            Q.     They didn't say whether to extend it to the

12    Tri-County line some place?

13            A.     I am sorry?

14            Q.     They didn't say they were going to extend

15    their distribution line to the Tri-County line?

16            A.     I think the options were Tri-County would

17    serve the plant from its distribution line or

18    Citation extend its own lines from the Citation line.

19            Q.     So there were two different options

20    discussed, is that what I am understanding?

21            A.     Well, I think there was two options at that

22    meeting.

1           Q.    But if Citation would extend its own  
2   distribution system, you wouldn't have any idea who  
3   would supply the electricity?

4           A.    Well --

5           Q.    Whose electricity would be supplied through  
6   Citation?

7           A.    It would come from the Ameren substation if  
8   it come through Citation lines.

9           Q.    And during this July 5 meeting Todd Masten  
10   never made the statement that service to the gas  
11   plant would be a new point of delivery under the  
12   Service Area Agreement, right?

13          A.    I don't know that anybody said point of  
14   delivery.  What was in agreement was that the gas  
15   plant was in Tri-County's service territory.

16          Q.    You are talking about the physical location  
17   of the plant that everybody was discussing?

18          MR. TICE:  You have to say yes or no.

19          A.    Yes, sorry.

20          Q.    So you don't recall then anyone from  
21   AmerenIP at that meeting discussing new point of  
22   delivery?

1           A.    I don't recall the term "point of  
2    delivery."   I know that we had a new load, a new gas  
3    plant that was a new load in that area and it was in  
4    the Tri-County territory.

5           Q.    So the answer is that you don't recall  
6    anyone from AmerenIP specifically stating this was a  
7    new point of delivery?

8           A.    I don't recall whether they did or not.   I  
9    don't recall.

10          Q.    And you didn't take any notes during that  
11   meeting, correct?

12          A.    Didn't take any notes.

13          Q.    And no one from AmerenIP said at this  
14   meeting that this is AmerenIP's final position on the  
15   subject?

16          A.    Not that I recall.

17          Q.    You understand that Todd Masten isn't an  
18   officer of AmerenIP?

19          A.    He is an officer of IP?

20          Q.    No, you understand that Todd Masten is not  
21   an officer of AmerenIP?

22          A.    I didn't know that.

1           Q.    You never asked Mr. Masten what his title  
2   was at AmerenIP, not back in July of 2001?

3           A.    No, I didn't.

4           Q.    And with Mr. Tatlock, Mike Tatlock, did you  
5   ever ask him what his title was with AmerenIP during  
6   this July 5 meeting?

7           A.    I believe he was a local engineer that I  
8   have been dealing with since I have been at  
9   Tri-County.  So I don't know that I knew his official  
10   title.  I certainly didn't ask it before that  
11   meeting.

12          Q.    And you don't know if he is an officer of  
13   AmerenIP?

14          A.    I don't even know what an officer of  
15   AmerenIP is.

16          Q.    At this July 5 meeting no one from IP -- or  
17   strike that.

18                   At this July 5 meeting no one had a  
19   copy of the Service Area Agreement with them,  
20   correct?

21          A.    There was no copy of the Service Area  
22   Agreement at the meeting.

1           Q.    There was no discussion of the language of  
2   the Service Area Agreement at this July 5 meeting,  
3   correct?

4           A.    I am trying to recall.

5                               (Pause.)

6           I don't believe there was an in-depth  
7   discussion of the '68 agreement, other than the fact  
8   that the gas plant was in Tri-County territory.

9           Q.    And that's the extent of your recollection?

10          A.    From what I can remember.

11          Q.    And at this July 5 meeting the parties did  
12   not discuss providing service to the gas compressors,  
13   correct?

14          A.    I don't believe so.

15          Q.    And after the meeting you never discussed  
16   with anyone from Citation anything further about  
17   service to the gas plant, correct?

18          A.    No.

19          Q.    And the same with AmerenIP?

20          A.    You mean until this point?

21          Q.    No, let me limit it from July 5, 2005, up  
22   through the filing of the lawsuit which I believe was

1       in October or November.

2           A.    That talked to me personally about the gas  
3    plant?

4           Q.    Yes.

5           A.    From July 5 'til when?

6           Q.    'Til the filing of the lawsuit.

7           A.    'Til the filing of the lawsuit which what  
8    date was that?

9           Q.    Let me represent October 2005.  Let's make  
10   it from July 5 through October 2005.

11          A.    I don't think I had any conversations in  
12   that period of time.

13          Q.    And at any time Tri-County never completed  
14   a staking sheet to serve the gas plant, correct?

15          A.    No, I don't believe -- we didn't do a  
16   formal staking sheet, no.  That's correct.

17          Q.    You did, though, a staking sheet in March  
18   of 2008, more than two years after the suit was  
19   filed, though, correct?

20          A.    Of what?

21          Q.    A staking sheet for service to the gas  
22   plant?

1           A.    Did I personally do a staking sheet to the  
2   gas plant in 2008, is that the question?

3           Q.    Yes.

4           A.    I don't recall doing one.

5           Q.    Citation never made any contribution to  
6   Tri-County for construction costs for service to the  
7   gas plant, correct?

8           A.    That's correct.

9           Q.    And is it Tri-County's policy that when a  
10   contribution is required, it will not begin  
11   construction for this service until after the  
12   potential customer agrees to pay?

13          A.    We typically receive the contribution  
14   before we start the construction.

15          Q.    That's your understanding that that's  
16   Tri-County's practice?

17          A.    That's typically our practice.

18          Q.    And Citation never said that we agree to  
19   pay the contribution?

20          A.    That is correct.

21          Q.    And Tri-County, they never purchased any  
22   lines or transformers or meters or other equipment to

1     construct any facilities for service to the gas  
2     plant?

3           A.    No, we typically have material on hand so  
4     we don't purchase new for every potential job.  We  
5     had not purchased anything especially for Citation.

6           Q.    Okay.  So you said you sometimes have the  
7     materials on hand, but Tri-County never began  
8     constructing --

9           A.    That is correct.  We never did begin  
10    construction.

11          Q.    And that's the same with the gas  
12    compressors, correct?

13          A.    Correct.

14          Q.    And Tri-County and Citation, they never  
15    entered into a written application for electric  
16    service to the gas plant, correct?

17          A.    Correct.

18          Q.    And Tri-County did not check its inventory  
19    in its warehouse to determine what materials were  
20    needed, correct, for construction of facilities to  
21    the gas plant?

22          A.    I think within possibly the exception of

1 the transformers, we probably had everything in our  
2 warehouse.

3 Q. But you don't know if anyone checked,  
4 though, do you?

5 A. I am sorry?

6 Q. You don't know if anyone went and checked,  
7 physically went out to the warehouse and looked  
8 through all the inventory to determine they had all  
9 the equipment necessary?

10 A. I don't know if they checked or not, no.

11 Q. We talked about a written application, but  
12 also Citation never completed a Request for Service  
13 Form for service to the gas plant and compressors at  
14 any time, is that correct?

15 A. That is correct.

16 Q. I would like to show you an exhibit, I-1.  
17 I believe it is to your rebuttal testimony, something  
18 evidently we all check to find it.

19 A. I think I am ready.

20 Q. Did you prepare an Exhibit, is it, I-1 to  
21 your direct testimony?

22 A. Yes.

1           Q.   Actually, Exhibit I so that's your rebuttal  
2 testimony?  
3           A.   Yes.  
4           Q.   With Exhibit I-1, it again has the  
5 boundaries of the Salem Unit, correct?  
6           A.   Yes, yes.  
7           Q.   And it also has, again, the territorial  
8 boundaries of AmerenIP and Tri-County?  
9           A.   Yes.  
10          Q.   And, again, we see the distribution lines  
11 of Tri-County within the unit?  
12          A.   Within and without.  
13          Q.   Thank you. And also on this exhibit there  
14 are different colored circles on the map, and it is  
15 your understanding that these circles represent oil  
16 wells that have been drilled since the 1970s and put  
17 on pump within the Salem Unit?  
18          A.   Yes.  
19          Q.   And if you look at the distribution lines  
20 of Tri-County within the unit, for example, there is  
21 a Number 5 on your Exhibit I-1?  
22          A.   Uh-huh.

1 Q. What does that exhibit, Number 5, mean?

2 A. I believe that's the number of the

3 compressor site, one of the compressors.

4 Q. The gas compressors?

5 A. Yes.

6 Q. And then directly above that there is a

7 line that terminates right in the middle of all the

8 green circles?

9 A. Yes.

10 Q. Where is that terminating to?

11 A. I am sorry, what is it terminating to?

12 Q. Yeah, what it is.

13 A. Don't know. I don't know.

14 Q. And if something ends, is there usually --

15 is there a house there or what is there?

16 A. There had to be something at one time. I

17 don't know what is there now.

18 Q. Something that's receiving electricity or

19 was at one time?

20 A. At one time, yes.

21 Q. And how old are these lines throughout

22 this?

1           A.    They vary.

2           Q.    Ten years old on average?

3           A.    Some of them are probably ten.

4           Q.    Older?

5           A.    Some of them.   Some of them are older.

6   Many of them are older.

7           Q.    And Tri-County, they maintain their lines

8   throughout, they do repair work on all these lines,

9   correct?

10          A.    That's correct.

11          Q.    And even you at one point, you maintained

12   some of these lines, you did some repair work on some

13   of these lines?

14          A.    I haven't done any -- I haven't maintained

15   any lines in my position.

16          Q.    Not in your position now, but if you go

17   back 10, 15 years ago in the '90s?

18          A.    Have I what, did what to them?

19          Q.    Gone out and worked on any of these lines

20   out here?

21          A.    Worked on in what capacity?

22          Q.    With any kind of repairs or any kind of

1 maintenance?

2 A. I don't do maintenance. I am Director of  
3 Engineering, so I don't do any work on the lines as  
4 far as maintenance and repair.

5 Q. No, I understand now. My question, though,  
6 at any time in the past?

7 A. Yeah, I haven't done any maintenance or  
8 repair, no.

9 Q. Have you done any inspections of those  
10 lines at any time?

11 A. I don't believe I have actually done any  
12 actual inspection.

13 Q. You have been out there, though, at a  
14 certain point within the last ten years and looked at  
15 those lines, correct?

16 A. I have been through that area and I  
17 probably have seen some of the lines.

18 Q. Okay. So you don't know exactly where the  
19 lines were that you maintain you have been out to?

20 A. I mean, there is other services in that  
21 area, so.

22 Q. Any time you went out there to look at

1     those lines did you notice oil wells?

2             A.     Typically not.

3             Q.     Sometimes, though, yes?

4             A.     I knew they were there. I knew that some

5     of them were there.

6             Q.     And Tri-County, they have approximately 45

7     miles of distribution lines through this area, is

8     that correct?

9             A.     How many?

10            Q.     Forty-five miles?

11            A.     I calculated that one time, but I don't

12     recall exactly. I don't recall what that number is.

13     I would have to re-research that. I don't recall

14     offhand how many miles it was estimated to be in that

15     area.

16            Q.     And on this map the majority of the new

17     wells that have been drilled and put on pump,

18     actually on your Exhibit 1 I, they are located in

19     Tri-County's territory, correct?

20            A.     I think they probably would be, uh-huh. I

21     don't know which ones you are talking about since --

22            Q.     I am not talking about any specific one,

1 just generally.

2 A. Generally, one of these colors ones.

3 Q. The majority of those would be located in  
4 Tri-County's territory?

5 A. That is correct.

6 Q. You didn't negotiate the Service Area  
7 Agreement, correct?

8 A. No, sir, I didn't.

9 Q. Anyway, you weren't working at Tri-County  
10 in 1968?

11 JUDGE JONES: I am sorry, was there a verbal  
12 answer to that question?

13 A. I have a bad habit of that. No, I was not.  
14 Thank you.

15 Q. And the testimony that you filed with the  
16 Commission here, you don't testify that someone who  
17 negotiated the Service Area Agreement told you what  
18 the parties meant by the phrase "new point of  
19 delivery"?

20 A. Yeah, that's correct.

21 Q. On your direct testimony, which I believe  
22 is Exhibit B, page 4, line 22, it actually starts at

1 21.

2 A. Gotcha.

3 Q. You testify -- you reference a point of  
4 delivery is comprised of a transformer and associated  
5 apparatus. Before this dispute began you never  
6 considered what the term "point of delivery" meant,  
7 correct? This is like before June 2005.

8 A. It wasn't discussed greatly.

9 Q. You say it wasn't discussed, discussed by  
10 whom?

11 A. I mean, the point of delivery we assume is  
12 the service. You know, it is the transformer and the  
13 service wire hooking up to the signal.

14 Q. When you say we, who is we?

15 A. Tri-County.

16 Q. And this is your belief prior to this  
17 dispute in June of 2005?

18 A. Typically we look at the map that came with  
19 that '68 agreement, found out which side of the line  
20 the load was. That's how we determine who is in what  
21 territory.

22 Q. I would like to refer back to your

1 deposition. On page 95, line 16, starting there, the  
2 question is,

3 "You just testified that now it is  
4 your understanding that the delivery point is at the  
5 transformer, is that correct?

6 A. "Yes.

7 Q. "And how did you go about  
8 acquiring that understanding?

9 A. "I will be honest with you, we  
10 haven't really thought about delivery points, or I  
11 haven't, until this occurred. I mean, as far as  
12 sitting around, you know, talking about delivery  
13 points, it is sort of a new term for me as far as  
14 something that wasn't discussed very often as far as  
15 the term "delivery point."

16 Did I read your testimony accurately?

17 A. I believe so. My deposition?

18 Q. Your deposition. So you didn't consider  
19 the term "point of delivery" until after the suit  
20 occurred, correct?

21 A. I probably read about it. I have read that  
22 agreement, but I don't know that we -- I don't know

1     that I thought about point of delivery that often.

2           Q.    Before the dispute you never thought about  
3     point of delivery being the place where the voltage  
4     is reduced with the use of a transformer?

5           A.    I think I took it for granted because we  
6     needed a transformer to reduce it to what the  
7     customer needs to be able to utilize the electricity.  
8     Without it there wouldn't be any service there.  So  
9     you had to have -- a load has to have a transformer,  
10    a load has to have a secondary wire, and some  
11    different apparatuses, before the electricity can be  
12    utilized.  But whether the actual point of delivery  
13    was the transformer or the transformer and the wire  
14    or what part of that service, I don't know that I had  
15    a certain definition of it that I knew it was from  
16    the transformer on into where the load is.  That's  
17    how we have used it in the past.

18          Q.    Now, your understanding of delivery point,  
19    it is not written down anywhere, though, in any kind  
20    of internal memoranda or documents with Tri-County?

21          A.    Not that I could tell that applies actually  
22    to the agreement.

1           Q.    And before this dispute in June of 2005,  
2    you never told anyone at AmerenIP that this is your  
3    interpretation of point of delivery under the Service  
4    Area Agreement?

5           A.    We used the map and the lines and what side  
6    of the line you were on, and that's how we determine.

7           Q.    But you never told anyone from AmerenIP,  
8    though, that this is --

9           A.    I don't know if they told me or I told  
10   them.  I don't remember having an in-depth  
11   conversation about point of delivery.

12          Q.    You just can't recall if there was any  
13   discussion about point of delivery?

14          A.    I can't recall any discussion between  
15   Ameren and Tri-County about what the definition of  
16   point of delivery is.

17          Q.    And this is your interpretation of point of  
18   delivery?

19          A.    It is my interpretation of it.

20          Q.    This dispute is the first time that  
21   Tri-County and AmerenIP discussed who had rights to  
22   supply electricity to the unit operator of the Salem

1 Unit for oil field operations, correct?

2 A. The first time. I don't know if it is the  
3 first time. That thing has been there a long time.  
4 I would hate to say it is the first time.

5 Q. You can't recall any conversations?

6 A. I don't recall anything about any -- could  
7 you repeat the question again?

8 Q. You have never had -- this is the first  
9 time you have ever had a dispute with Tri-County with  
10 AmerenIP about who had the right to supply  
11 electricity to the unit operator of the Salem Unit  
12 for oil field operations?

13 A. I believe that is correct.

14 Q. Or also for production facilities?

15 A. I am sorry?

16 Q. For production facilities?

17 A. I think that's correct.

18 Q. And Tri-County has never served any oil  
19 wells for a unit operator within the Salem Unit,  
20 correct?

21 A. That thing has been there for a long time.  
22 Since from my memory of my service there I don't

1 recall offhand us serving an oil well within those  
2 boundaries.

3 Q. And when did you start at Tri-County?

4 A. 1979.

5 Q. So from 1979 to the present you don't have  
6 any recollection of serving the -- Tri-County serving  
7 an oil well in that unit?

8 A. Not that I can recall.

9 Q. And prior to this dispute Tri-County had  
10 not taken the position that it had the right to  
11 supply electricity to new wells drilled and put on  
12 pump in the Salem Unit by the unit operator, correct?

13 A. Well, we weren't aware of any new wells.

14 Q. So then you didn't take a position,  
15 correct?

16 A. I didn't take a position because I didn't  
17 know of any new wells that were being drilled.

18 Q. In your direct testimony which is Exhibit B  
19 on page 4, line 6.

20 A. Okay.

21 Q. You give an estimate of Citation's total  
22 cost to construct its distribution line?

1           A.    Yes.

2           Q.    And when you prepared this estimate, you  
3    didn't review any records of Citation to reach an  
4    opinion about Citation's actual cost, correct?

5           A.    That is correct.

6           Q.    And this was a rule of thumb estimate,  
7    correct?

8           A.    This was actually -- I used the same  
9    software that I use to calculate Tri-County's  
10   estimate, assuming our line had been built.

11          Q.    And you don't know what Citation's actual  
12   cost was to build this line?

13          A.    I do not.   I do not.

14                               (Whereupon AmerenIP Cross  
15                               Exhibit 10 was presented for  
16                               purposes of identification as of  
17                               this date.)

18          BY MR. BARON:

19          Q.    Did you have a chance to look at AmerenIP's  
20   Exhibit Number 10?

21          A.    Yes.

22          Q.    Have you seen this document before?

1           A.    Yes.

2           Q.    And is it the staking sheet to the -- or

3   Tri-County's staking sheet for the office of

4   Citation?

5           A.    That is correct.

6           Q.    And whenever Citation applied for power to

7   the office, an engineer went out and staked the site

8   for Tri-County?

9           A.    That is correct.

10          Q.    And on the staking sheet, if you look on

11   the left-hand side, it is rough point or pole, there

12   is a D30-4.  What is that referring to?

13          A.    The D refers to the letter of the pole for

14   identification purposes.

15          Q.    Then there is a C35-4.  Is that also a

16   pole?

17          A.    Yeah, the 35-4 is the height and the class

18   of the pole.  C is the identifying letter.

19          Q.    At the very bottom of that in the left-hand

20   column it says 30.  Is that a pole, too?

21          A.    That's a number of a pole.

22          Q.    Because each one of these references one

1 pole?

2 A. That is correct.

3 Q. And then on the -- if you go over, there is

4 a Primary category?

5 A. Yes.

6 Q. And what's the primary number referring to?

7 There is a C.

8 A. The primary unit is the pole top assembly,

9 and the information to the right is the type of wire

10 conductor.

11 Q. So it's going to be the type of wire

12 conductor for each of those poles, correct?

13 A. That's correct.

14 Q. And the very bottom one, pole number 30, it

15 looks like there is a little bit different

16 information. Do you know why that is?

17 A. That shows there is some existing conductor

18 that mainly goes east and west along the main road

19 out there that probably doesn't affect what the new

20 construction units are.

21 Q. And then there is a guy and anchor section.

22 What is that referring to?

1           A.   Guys and anchors.

2           Q.   So guys and anchors are required for each  
3 one of the poles?

4           A.   For the ones that is written on there.

5           Q.   And then Trans, what is that referring to?  
6 Is that the transformer?

7           A.   It's the transformer.

8           Q.   And it shows a transformer, that wire 6-15  
9 is going to be connected to pole C35-4?

10          A.   That is correct.

11          Q.   And what is that referring to? How big a  
12 transformer is that?

13          A.   It's a 15kVA.

14          Q.   KVA, what does that stand for?

15          A.   Kilowatt amps.

16          Q.   Then there is also some wiring to span 185  
17 feet. Is that the entire span from Citation's lines  
18 to the office?

19          MR. TICE: Tri-County's lines.

20          MR. BARON: Do what?

21          MR. TICE: You are talking about Tri-County's  
22 lines.

1 BY MR. BARON:

2 Q. Tri-County's lines?

3 A. That is correct. That is the span of the  
4 secondary conductor.

5 Q. What is the span of the total line of  
6 Tri-County's line for this new construction?

7 A. Plus the secondary?

8 Q. Plus, yes.

9 A. My first estimate is 765 feet.

10 Q. Do you know what the span would be if  
11 Tri-County would have extended its line to the gas  
12 plant, how long that span would have been?

13 A. Not exactly. I would have to refer back to  
14 some material that I don't have in front of me.

15 Q. Ask you if you could turn to Exhibit B-1.

16 A. Okay.

17 Q. Is that a schematic that you prepared?

18 A. I don't know if I did that or Brad Grubb  
19 did that.

20 Q. It is attached to your testimony, is that  
21 correct?

22 A. I'm sorry?

1           Q.    It is attached to your testimony?

2           A.    It might be in this particular case, this

3   one.

4           Q.    Can you figure out how many feet then?

5           A.    Okay.  Talking total feet?

6           Q.    Total feet.

7           A.    About 530 linear feet as far as just -- 530

8   actual feet as far as distance, span distance feet.

9           Q.    So Tri-County extending it, it would have

10   to extend about 530 feet of line?

11          A.    That's correct.

12          Q.    And then down at the bottom there is a

13   schematic, there is a little bit of a drawing of, I

14   guess, what the construction --

15          A.    The shape?

16          Q.    Yeah, on IP's Cross Exhibit Number 10.

17          A.    What now?

18          Q.    In the center of this exhibit there is a

19   drawing that is sort of a blueprint or a guide?

20          A.    Yeah, that's a sketch.

21          Q.    And who prepared this?  The staking

22   engineer, does he prepare that?

1           A.    Yes.

2           Q.    And AmerenIP's Cross Exhibit Number 10,  
3   that's the staking sheet for the office, correct?  
4   That's not for the gas plant.

5           A.    That is correct.

6           MR. BARON:   Okay.   No further questions.

7           JUDGE JONES:   Are there any other cross  
8   examination questions of Mr. Ivers?

9           MR. SMITH:   Just a few.

10                           CROSS EXAMINATION

11           BY MR. SMITH:

12           Q.    Looking at this IP Exhibit 10 while we are  
13   at it, in that little schematic diagram there in the  
14   bottom half, does that rectangle to the right  
15   represent the office?

16           A.    It probably does.

17           Q.    Okay.   Did you prepare this?

18           A.    No, I did not.

19           Q.    This Exhibit 10, IP Cross Exhibit 10, you  
20   did not prepare this?

21           A.    I did not personally prepare it.

22           Q.    Are you familiar with the service line that

1       Tri-County has to the Citation office?

2           A.    Yes.

3           Q.    Is there a meter there?

4           A.    I believe so.

5           Q.    Now, has it been your understanding when we

6       were talking about this point of delivery that, when

7       you get to a customer's meter, it's the customer's

8       electricity after it goes through the meter?

9           A.    Could you repeat that?

10          Q.    Sure.  Would it be your understanding that

11       after the electricity passes through the meter, that

12       it belongs to the customer?

13          A.    I would think that's probably correct in

14       the fact that, if it went through the meter, they

15       would have to pay for it.

16          Q.    And they would own it to get to use it in

17       whatever fashion they wanted to?

18          A.    That I don't know.  I don't know that you

19       can use it in any fashion you would want to.  I know

20       that you would have to pay for it once it went

21       through the meter.

22          Q.    And it is your understanding that the

1 customer would own it after it went through the  
2 meter, correct?

3 A. For the short time until it was used, I  
4 suppose they would own it.

5 Q. Calling your attention to the service line  
6 that Tri-County has going to the Citation office, you  
7 earlier testified about a transformer, right?

8 A. Right.

9 Q. Does that transformer belong to Tri-County?

10 A. Yes, it does.

11 Q. And is that transformer located on  
12 Tri-County's side of the meter?

13 A. Tri-County's side of the meter.

14 Q. Yes. Do you understand the question?

15 A. I think I do. It's on the source side of  
16 the meter. In other words, it is not the -- the  
17 meter is not on the source side of the transformer.  
18 It is on the load side of the transformer in this  
19 particular case.

20 Q. The distribution line that goes up to the  
21 transformer and away from the transformer are lines  
22 that belong to Tri-County, correct?

1           A.    The lines that go on the source side of the  
2 transformer?  
3           Q.    Correct.  
4           A.    Yes.  
5           Q.    And the lines that go from the transformer  
6 to Citation, those also belong to Tri-County?  
7           A.    The ones that go to the meter pole do.  The  
8 ones that go from the meter pole to the building do  
9 not.  
10          Q.    Okay.  So the line that goes from the  
11 transformer to the meter pole belongs to Tri-County?  
12          A.    Right.  
13          Q.    And then the line that goes from the meter  
14 pole to the building belongs Citation?  
15          A.    I believe that's the way it is here.  
16          Q.    That's your understanding, correct?  
17          A.    I believe that's correct.  That's the way I  
18 understand it in this particular case.  
19          Q.    When you discussed earlier answering  
20 questions about the point of delivery, does it matter  
21 where the transformer is, on which side of the meter,  
22 in terms of your understanding of what a point of

1 delivery is?

2 A. Well, you know, we have some points of  
3 delivery that don't even have a meter.

4 Q. Okay.

5 A. And typically what we consider a point of  
6 delivery is from the transformer through the  
7 secondary conductors attached to the customer.

8 Q. Those are the points of equipment that are  
9 owned by Tri-County?

10 A. They could be owned by Tri-County.  
11 Sometimes they are not. Maybe the transformer may or  
12 may not be owned by Tri-County. Same way with  
13 secondary. We have different ownership in very  
14 different situations.

15 Q. Depending on what agreement you reach with  
16 the customer?

17 A. Depending on what in particular transpired  
18 between them and us. So times there is a meter.  
19 There doesn't always have to be. Sometimes  
20 Tri-County owns the transformer, but it doesn't  
21 necessarily have to.

22 Q. In those cases where you don't have a

1 meter, how do you charge for it?

2 A. It is a flat rate. You submit an estimate  
3 for services like cable TV companies that might have  
4 a line of fire that uses a constant rate of kilowatt  
5 hours per month and it is a small load, and in the  
6 past they have supplied electricity to it without  
7 actually setting the meter.

8 Q. So you have a special agreement on the flat  
9 rate?

10 A. I don't know if we have -- I don't know  
11 that for sure. I haven't done it for a long time.  
12 So I am not sure if we have a special agreement or  
13 not.

14 Q. Well, it is your understanding then that in  
15 those instances the billing is at a flat rate?

16 A. I believe so.

17 MR. SMITH: That's all I have.

18 JUDGE JONES: Thank you. Mr. Tice, any  
19 redirect?

20 MR. TICE: Yes.

21

22

1 REDIRECT EXAMINATION

2 BY MR. TICE:

3 Q. Mr. Ivers, referring your attention to  
4 AmerenIP Cross Examination Exhibit Number 10, the  
5 staking sheet for the Citation office, you have been  
6 asked a number of questions about point of delivery  
7 here by IP's counsel, by Citation's counsel. Taking  
8 a look at the diagram on that IP Cross Examination  
9 Exhibit 10, at the bottom of the page it shows the  
10 spans of poles A, B and C. Do you see that?

11 A. Yes, I do.

12 Q. Do you see a little triangle there on pole  
13 C?

14 A. I do.

15 Q. And I believe your testimony was in  
16 response to a question by IP counsel that that  
17 represents the transformer location?

18 A. It does.

19 Q. Now, tell me a little bit about that  
20 transformer. Is that transformer -- what does that  
21 transformer do?

22 A. Well, the voltage from points A, B and C is

1     our distribution voltage.

2           Q.    What size -- what's the amount of that  
3     voltage?

4           A.    Seven thousand two hundred volts, and it is  
5     connected to that step-down transformer at that  
6     point.  It goes from our distribution voltage which  
7     is 7,200 volts to 240 volts which is the voltage that  
8     this particular business utilized.

9           Q.    You mean the Citation office?

10          A.    Yes.

11          Q.    If you went inside the office and there is  
12     a socket to plug a light bulb in or a light cord into  
13     or something like that, that's the voltage that's at  
14     that socket?

15          A.    That's the voltage.  It is 120 volts or 240  
16     volts in some cases, but yes.  It is known in the  
17     industry as 120/240 volts single-phase voltage.

18          Q.    The transformer then has what?  Does it  
19     have -- if it's got 7200 volts coming into the  
20     transformer and 200 volts coming out, what kind of  
21     nomenclature do you utilize to reference the entry of  
22     the voltage and the exit of the voltage at those

1 levels?

2 MR. BARON: I am going to object to this line  
3 of questioning. It is outside of the scope of my  
4 cross examination. I was just asking what all these  
5 numbers and letters meant on Tri-County's form. I  
6 didn't go into any type of voltage or questions about  
7 transformers and what transformers are doing and what  
8 volts are within the outlets within a building.

9 MR. TICE: IP's counsel did question this  
10 witness about point of delivery, what his  
11 understanding of point of delivery was under the  
12 Service Area Agreement.

13 MR. BARON: No relation at all.

14 MR. TICE: This has a relationship to that  
15 because this is, I believe -- I have to wait for the  
16 witness to tell me -- but I believe this is what is  
17 commonly understood as a point of delivery, what is  
18 shown here on this staking sheet. It is a very prime  
19 example of it. So that's why I asked him these  
20 questions.

21 It is their exhibit, they put it in,  
22 they questioned about point of delivery. I think I

1     have a right to question this witness about what the  
2     point of delivery is on this staking sheet for the  
3     Citation office, what his understanding is.

4             JUDGE JONES:   Thank you.   It is kind of a close  
5     call, but I think there has been sufficient  
6     connection made by Mr. Tice in his argument between  
7     this question or line of questions and the cross  
8     examination and cross examination exhibit.   So  
9     objection is overruled.   You may answer.

10            THE WITNESS:   Q.   Yes, the voltage is a  
11     transformer -- if I understand your question right,  
12     that the transformer is needed to bring the voltage  
13     to a useful voltage that the customer can use and  
14     that's where we --

15            BY MR. TICE:

16            Q.   Seventy-two hundred volts is referred to as  
17     the high side?

18            A.   That is correct.   There is a high side, a  
19     low side, yes.

20            Q.   Now, Mr. Ivers, you have been questioned  
21     about what your understanding is about point of  
22     delivery.   Is this sketch of the Citation electric

1 service of Tri-County to the Citation office where  
2 the transformer is located with the service drop out  
3 to pole D or into the office, is that what your  
4 understanding of delivery point has always been?

5 A. Yes.

6 Q. Now, you have testified that you have dealt  
7 with Mr. Tatlock in relationship to territorial  
8 questions under the territorial agreement between IP  
9 and Tri-County, is that correct?

10 A. That's correct.

11 Q. And you never really talk about -- your  
12 testimony, you never really talk about point of  
13 delivery necessarily, do you?

14 A. Typically not.

15 Q. You talk about where the load, the  
16 customer's load, is in relationship to the boundary  
17 line, don't you?

18 A. We look at the map, boundary lines, which  
19 side of the parcel, which side of the line is it. If  
20 it is on the Tri-County side, it is Tri-County  
21 territory. If the usage is on the Ameren side, it is  
22 Ameren. And many times we make a determination there

1 is no transformer or secondary drop there at that  
2 time.

3 Q. If there were to be a transformer and  
4 secondary drop, such as what you have shown on this  
5 AmerenIP Cross Examination Exhibit 10 with regard to  
6 the Citation electric service to the Citation office,  
7 would that transformer service drop have to be  
8 located on the Tri-County side of the line for  
9 Tri-County to serve it?

10 A. It needs to be.

11 Q. Is it your understanding if it is on IP's  
12 side of the line, it is IP's? Is that correct? You  
13 have to say yes or no.

14 A. Yes.

15 Q. And in the past is that historically how  
16 you and IP, you and Michael Tatlock, have resolved  
17 those questions?

18 A. It is.

19 Q. Have you ever had to deal with Todd Masten  
20 in that regard in those kind of matters?

21 A. I typically deal with Mike Tatlock.

22 Q. Have you ever had to deal with Carls?

1           A.    I haven't personally.

2           Q.    You were asked questions in relationship to  
3   your direct testimony, page 4, lines 5 through 19, as  
4   to how you derived the costs which you estimated for  
5   Citation to upgrade and extend the new distribution  
6   line to serve the gas plant from IP's Texas  
7   Substation, and you were asked if you had looked at  
8   any records or documents of Citation in order to  
9   derive that cost. Do you recall that?

10          A.    Yes.

11          Q.    Has anyone from either Citation or IP,  
12   since you have filed that direct testimony in this  
13   case, ever questioned your estimate that you have put  
14   in your direct testimony as to the cost of upgrading  
15   and construction of the distribution line by  
16   Citation?

17          MR. BARON:  Objection, calls for speculation.

18          MR. TICE:  I am asking him if anyone has ever  
19   questioned it to him, dipusted it.

20          THE WITNESS:  No, they have not.

21          JUDGE JONES:  Wait.  If there is an objection  
22   pending, you hold off.

1 THE WITNESS: Oh, I am sorry. Take it back.

2 JUDGE JONES: I don't think that particular  
3 question calls for speculation as to whether it has  
4 been disputed necessarily, but I guess there is a  
5 little bit of a foundation element to that as to how  
6 would he know. So I guess in that sense, given the  
7 objection, I will sustain it and you have to lay a  
8 foundation for it.

9 BY MR. TICE:

10 Q. Do you have any knowledge as to whether  
11 either Citation or IP have questioned the accuracy of  
12 your estimate as to the cost of Citation to build new  
13 distribution line and upgrade existing distribution  
14 line in order to get electric service from the IP  
15 substation to the gas plant? Do you have any  
16 knowledge of anybody questioning that?

17 A. Questioning my estimate?

18 Q. Yes.

19 A. I have no knowledge of anyone questioning  
20 this estimate.

21 MR. TICE: Okay. I don't have any other  
22 questions.

1 JUDGE JONES: Okay. Is there any recross?

2 MR. BARON: There is, Your Honor.

3 RECROSS EXAMINATION

4 BY MR. BARON:

5 Q. Does Tri-County have any large load  
6 customer that takes 12,470 volt direct service and  
7 then distributes that energy over a multi-square mile  
8 geographic area with its own distribution system?

9 MR. TICE: Objection, that's beyond the scope  
10 of my redirect.

11 MR. BARON: I think it was discussing --

12 JUDGE JONES: Go ahead.

13 MR. BARON: Sorry, Your Honor. During redirect  
14 he was discussing the historical treatment of  
15 disputes between AmerenIP and Tri-County, and I am  
16 just trying to figure out if there has been any  
17 situation like this before. He just talked about  
18 historically, so I would like to know if there is any  
19 foundation to that, any knowledge.

20 MR. TICE: The question, I believe, was whether  
21 or not Tri-County had served anybody in that manner  
22 for that size of a load.

1           MR. BARON: And it also goes to he was talking  
2 about point of delivery and the idea of the point  
3 always goes to where the customer is located.

4           JUDGE JONES: Could I have the question read  
5 back, please?

6                               (Whereupon the requested portion  
7 of the record was read back by  
8 the Reporter.)

9           JUDGE JONES: I am having a little trouble  
10 finding that connection you are making between that  
11 specific question and what came up on redirect. So I  
12 am going to sustain the direction without prejudice  
13 to your sort of tackling that in some other manner or  
14 through maybe more foundation. It is not clear to me  
15 that there is sufficient connection there to permit  
16 that on recross, but you are free to try.

17          MR. HELMHOLZ: Your Honor, would it be out of  
18 line for me to be heard briefly on this?

19          JUDGE JONES: The ruling has been made, so.

20          MR. HELMHOLZ: I understand. It would be in  
21 the nature of a supplemental reason.

22          JUDGE JONES: No, I don't think we --

1           MR. HELMHOLZ: May I just make an offer of  
2 proof to the record?

3           JUDGE JONES: No. No, we are not going to do  
4 that right now. Counsel took care of this and now we  
5 will move on. He can continue to ask questions if he  
6 wants, but I don't think that it is very common to  
7 get a ruling made after counsel has argued and then  
8 have another counsel step in and ask for an  
9 opportunity to make some further argument in hopes of  
10 getting a different ruling.

11          MR. HELMHOLZ: That wasn't my intention. I  
12 just wanted to make the record clear what our  
13 position actually is.

14          JUDGE JONES: Well, I think your position was  
15 made prior to the ruling, so. But you can proceed  
16 with different questions and see if you can get to it  
17 from where you are going there.

18          BY MR. BARON:

19          Q. And on redirect you testified about how  
20 AmerenIP and Tri-County had dealt with issues in the  
21 past over service disputes, is that correct?

22          A. Service disputes.

1 Q. Or who has a right to serve a customer?

2 A. Not necessarily disputes, but we have  
3 communicated many times on territory topics.

4 Q. And did any of those disputes concern a  
5 large load customer that takes 12,470 volt direct  
6 service and then distributes that energy over a  
7 multi-square mile geographic area with the customer's  
8 own distribution system?

9 MR. TICE: You know, I am going to object, Your  
10 Honor. It is beyond the scope of redirect. It is  
11 the same question he asked before, I believe. He  
12 just put it to the witness again. Again, my redirect  
13 was limited to the IP/Ameren Exhibit Number 10 and  
14 its relationship to what the witness understood to be  
15 a delivery point. It didn't go into in general loads  
16 of the size that counsel is now wanting to question  
17 this witness about, a whole new area.

18 JUDGE JONES: Response?

19 MR. BARON: Yeah, this line of questioning is a  
20 little different. On redirect Mr. Ivers testified  
21 about how AmerenIP and Tri-County resolved or  
22 discussed service issues, and he talked about what

1     they look at and this is always how it is done.  So I  
2     just want to know if they have ever had a situation  
3     like this before.

4             JUDGE JONES:  I am going to allow the question,  
5     but I have to note there is an awful lot of disputed  
6     questions that have come up on redirect and recross  
7     that are really all out of proportion when you look  
8     at the testimony as a whole.  I think if we are ever  
9     going to really make some progress here, we have to  
10    find some ways to approach this redirect and recross  
11    in a manner that lends itself to more efficient -- a  
12    more efficient process.  Whether that is formulating  
13    the questions differently or focusing more  
14    specifically on what came up in redirect, for  
15    example, I am not sure.

16            But, once again, we have a witness  
17    where we are really getting bogged down on redirect  
18    and recross, I think more so than is really  
19    necessary.

20            So I am going to allow the question.  
21    We will see where it goes and then we will proceed  
22    from there.



1 short recess.)

2 JUDGE JONES: Back on the record. Before we  
3 get to the next witness, Mr. Baron?

4 MR. BARON: Yes, Your Honor, I would move to  
5 admit AmerenIP's Cross Exhibit Number 10.

6 MR. SMITH: I join.

7 MR. TICE: I have no objection.

8 JUDGE JONES: Let the record show that AmerenIP  
9 Cross Exhibit Number 10 is admitted into the  
10 evidentiary record.

11 (Whereupon AmerenIP Cross  
12 Exhibit 10 was admitted into  
13 evidence.)

14 JUDGE JONES: Anything else before we proceed  
15 with the next witness?

16 (No response.)

17 So who is being called?

18 MR. TICE: Mr. Grubb.

19 JUDGE JONES: All right. Sir, please raise  
20 your right hand to be sworn.

21 (Whereupon the witness was duly  
22 sworn by Judge Jones.)

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BRADLEY DALE GRUBB

called as a witness on behalf of Tri-County Electric Cooperative, Inc., having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. TICE:

Q. Would you state your name, please.

A. Bradley Dale Grubb.

Q. And are you employed by Tri-County Electric Cooperative Incorporated?

A. Yes, sir.

Q. And currently are you Superintendent of Operations?

A. Yes.

Q. I am going to hand you what's been marked as Tri-County Electric Cooperative, Inc., Exhibit C which purports to be your direct testimony in this matter and it has attached thereto Exhibits C-1 and then Exhibit C-2. Ask you to take a moment and take a look at those documents, please.

(Pause.)

All right. Is Tri-County Electric

1 Cooperative, Inc., Exhibit C, purported to be your  
2 direct testimony in this matter, is it true and  
3 correct to the best of your information and ability?

4 A. Yes.

5 Q. Are there any corrections or changes you  
6 wish to make to that Exhibit C?

7 A. I don't believe so.

8 Q. With respect to Exhibit C-1 attached to  
9 that prepared testimony and exhibit, C-2 also  
10 attached to that prepared testimony, are you the  
11 sponsor of those exhibits?

12 A. Yes, sir.

13 Q. In relationship to your direct testimony?

14 A. Yes, sir.

15 MR. TICE: I have no other questions of the  
16 witness. I would ask that Tri-County Electric  
17 Cooperative, Inc., exhibit C and C-1 and C-2 attached  
18 thereto be admitted into evidence, and I tender the  
19 witness for cross examination.

20 JUDGE JONES: Are there any objections to the  
21 admission of the testimony from Mr. Grubb and the  
22 attachments to that testimony?

1           MR. BARON: Your Honor, AmerenIP has a motion  
2 to strike portions of the direct testimony of Bradley  
3 Grubb we would like to file, and we will file it  
4 today on e-Docket.

5           MR. SMITH: I will join in the motion.

6           MR. TICE: And I object on the same grounds as  
7 before, Your Honor.

8           JUDGE JONES: All right. Thank you.

9           MR. BARON: Here is a copy for everyone.

10          JUDGE JONES: We will handle that the same way  
11 as with the prior two Tri-County witnesses. Are  
12 there any objections to the testimony?

13                               (No response.)

14                       Let the record show there are not.

15 The direct testimony of Mr. Grubb identified as  
16 Tri-County Exhibit C along with Exhibit C-1 and C-2  
17 attached to that testimony are admitted into the  
18 evidentiary record at this time, except for the  
19 portions that are the subject of the motion to  
20 strike. Those will be addressed and ruled upon at a  
21 later time.

22                       A quick question sort of out of

1     sequence here, witnesses who are excluded but have  
2     already testified, what was the intent of the parties  
3     with regard to those witnesses? I mean, Ms. Scott is  
4     here on behalf of Tri-County, but as far as anybody  
5     else, I wasn't sure what you --

6             MR. SMITH: I think they are barred from being  
7     recalled.

8             JUDGE JONES: What was that?

9             MR. SMITH: I think they would be barred from  
10    being recalled if they are present in the hearing  
11    room.

12            JUDGE JONES: So was the intent that they  
13    remain excluded?

14            MR. TICE: As long as that's the ruling of the  
15    Judge.

16            JUDGE JONES: Well, I am just asking really.  
17    This kind of came about as a result of essentially an  
18    agreement among the parties to exclude witnesses. So  
19    that's essentially what we are doing. But I was just  
20    seeing how that was intended to apply to somebody  
21    that had already been on the stand.

22            MR. TICE: I mean, I can't envision their being

1     recalled.   The only two that we have to deal with in  
2     that regard is Brad Grubb and Dennis Ivers.   I can't  
3     envision them being recalled at some point, Your  
4     Honor.   But by the same token, I would assume that IP  
5     or Citation both would object if they sat in here and  
6     then they had to be recalled for some point you had  
7     questions about.   I assume if they were recalled,  
8     there would be an objection.   So they have to remain  
9     out, unfortunately.

10           JUDGE JONES:   Is that the understanding?

11           MR. HELMHOLZ:   Yeah.

12           MR. SMITH:   That's fine.

13           JUDGE JONES:   Fair enough.   I just wanted to  
14     check.   I didn't want somebody to remain excluded  
15     from the hearing room here if there were not a need  
16     for it.   But the agreement is that that's how that  
17     will work, then that's fine.   I will leave well  
18     enough alone.

19                   All right.   Are there some cross  
20     examination questions for Mr. Grubb?

21           MR. BARON:   There is, Your Honor.   AmerenIP has  
22     cross examination questions.

1 CROSS EXAMINATION

2 BY MR. BARON:

3 Q. The first time that you learned about the  
4 gas plant is when you went out to meet Clyde Finch of  
5 Citation on February 18, 2005, is that correct?

6 A. I believe February 18 is the first time I  
7 learned about it and I went on site to meet Michael  
8 Garden.

9 Q. And was anyone else at that meeting?

10 A. No, sir.

11 Q. And when you went out to the site, you  
12 didn't prepare a staking sheet, did you?

13 A. No, I did not. There was no need to at the  
14 time.

15 Q. You also didn't stake the site, did you?

16 A. Did not physically drive any stakes.

17 Q. And during this February 18 meeting with  
18 Mr. Garden you didn't provide Mr. Garden with  
19 Tri-County's electric rates at that time?

20 A. No, I did not.

21 Q. And Citation didn't complete a written  
22 application at that meeting?

1           A.    I did not see one.

2           Q.    Or a Request for Service, did Citation  
3   prepare a Request for Service at that meeting with  
4   you?

5           A.    Michael Garden explained to me they were  
6   building a gas plant and would need electric service  
7   to it, and that's why I was there, was to help with  
8   the details of how we would supply electric service  
9   to it.  It was all verbal.  Nothing was written down.

10          Q.    So the answer is no, there is no Request  
11   for Service filled out?

12          A.    There is no handwritten Request for Service  
13   that I know of.

14          Q.    And then you prepared a letter to  
15   Mr. Garden after that meeting, is that correct?

16          A.    Yes, he requested an estimate of their  
17   contribution to build the service.

18          Q.    And is that Exhibit C-2 to your testimony?

19          A.    Yes.

20          Q.    And the letter sets forth the amounts that  
21   Citation would have to contribute for construction?

22          A.    Yes, sir.

1           Q.    It says here that it is the policy of  
2   Tri-County to extend three-phase primary overhead  
3   lines along a township road at the cost of \$6 per  
4   foot to the member?

5           A.    Yes.

6           Q.    And so Citation would have to pay \$6 per  
7   foot?

8           A.    That is correct.

9           Q.    And the letter, though, doesn't set forth  
10   how many feet that Citation would have to purchase,  
11   correct?

12          A.    No.   That is correct.   At the exact time on  
13   February 18 there was a little leeway there.   He was  
14   not sure -- Michael Garden was not sure exactly where  
15   the transformer would go.   We was within probably 100  
16   feet or so of the road.   So rather than quote  
17   something that could be unknown, we quoted it at the  
18   per foot cost.   We both understood it could be moved  
19   a little bit away.

20          Q.    So the answer is no, there is no total  
21   dollar amount per foot phase for the line?

22          A.    Our policy at the time was that the member

1     would contribute \$6 per foot. I did not give him an  
2     exact footage of how many feet of line we would  
3     build.

4           Q.   And then the next line of the letter  
5     provides that Tri-County will also provide a 1500  
6     kilovolt or is that kilowatt?

7           A.   Kilowatt.

8           Q.   277/480 volt transformer for \$4,020?

9           A.   Yes.

10          Q.   And that \$4,020, that would be the amount  
11     that Citation would have to pay?

12          A.   That was the contribution that Citation  
13     would have had to pay.

14          Q.   And the letter doesn't provide a total  
15     dollar amount that Citation station would have to  
16     contribute for all the construction costs, correct?

17          A.   That is correct.

18          Q.   Also the letter states on the second  
19     paragraph, first line, it will be the responsibility  
20     of the member to provide and install a concrete vault  
21     at the desired transformer location?

22          A.   Yes, sir. That is -- at the time of this

1 letter that was the policy of Tri-County. That is  
2 how we bid our transformers. The customer provided a  
3 vault.

4 Q. And so Citation would be responsible for  
5 purchasing the vault?

6 A. That's right.

7 Q. And Tri-County, would they provide  
8 specifications that the customer needs?

9 A. Yes, we have a specification sheet that  
10 would have been provided to them with dimensions and  
11 structure strengths.

12 Q. And this letter doesn't set forth what  
13 dimensions or specifications would be required?

14 A. No, no, that is a separate piece of paper  
15 that is given to them later.

16 Q. And you didn't give them that other piece  
17 of paper with the specifications, did you?

18 A. I don't think I did.

19 Q. You don't know of anyone else at Tri-County  
20 who has been given them that piece of paper?

21 A. I don't know if -- Dennis would have been  
22 the only one that could have possibly did that.

1 That's usually something that happens closer to  
2 construction time.

3 Q. And Tri-County, they would need to approve  
4 whatever vault, though, that Citation would purchase?

5 A. Yes, we would make sure it was up to the  
6 specifications we needed to hold up our transformer.

7 Q. And Citation never reported that they were  
8 going to purchase such a vault, correct?

9 A. No.

10 Q. This letter is only a preliminary estimate.  
11 You needed more details, didn't you, about plant  
12 locations, before a more accurate contribution  
13 estimate could be provided, correct?

14 A. We would have needed an exact transformer  
15 location.

16 Q. And the letter doesn't mention gas  
17 compressors, correct?

18 A. The letter does reference the three-phase  
19 line to provide service for the proposed gas plant.  
20 I am assuming it would be compressors and whatever is  
21 needed to have a gas plant.

22 Q. It doesn't say anything, though, in the

1 letter about gas compressors?

2 A. No, no, not specifically.

3 Q. And Citation, they never replied to this

4 letter saying that we agree to pay these amounts set

5 forth in the letter, correct?

6 A. No.

7 Q. And Citation never actually paid these

8 amounts set forth in the letter, correct?

9 A. Not that I know of.

10 Q. And then after this letter was sent, you

11 met with Mike Garden and Clyde Finch on March 10,

12 correct?

13 A. That's correct.

14 Q. At that time the gas plant was not

15 constructed?

16 A. That's correct.

17 Q. And Tri-County wasn't constructing any

18 lines at that time to connect to the gas plant,

19 correct?

20 A. No, we were not.

21 Q. And after March 2005 you had no contact

22 with Citation until June 2005?

1           A.    As far as I know I did not.

2           Q.    And the next time that you spoke with  
3   Citation, was that at a meeting on June 22, 2005?

4           A.    I would have to refer back to my notes for  
5   the exact date.  Yes, I believe it was June 22, 2005.

6           Q.    And that was at Tri-County's office in Mt.  
7   Vernon?

8           A.    Yes.

9           Q.    And you were there and Marcia Scott of  
10   Tri-County?

11          A.    Yes.

12          Q.    And then also Ed Pearson?

13          A.    Ed Pearce, Pearson.  I am sure it was the  
14   same guy.

15          Q.    And Jeff Lewis?

16          A.    Jeff Lewis.

17          Q.    And at this meeting they wanted to extend  
18   their own distribution line, correct?

19          A.    They asked to do that.

20          Q.    And at the meeting they were not requesting  
21   that Tri-County provide them electricity, correct?

22          A.    No.

1           Q.    The next time that you spoke with Citation,  
2   was that at a meeting on July 5?

3           A.    That's correct.

4           Q.    And at this meeting was it you, Marcia  
5   Scott, Dennis Ivers of Tri-County?

6           A.    Yes, sir.

7           Q.    And also Ed Pearson or Pearce?

8           A.    Yes, and Jeff Lewis.

9           Q.    And your testimony might refer to Pearce  
10   and Pearson, but it is the same person, correct?

11          A.    Same person.

12          Q.    And at this meeting Tri-County again -- or  
13   Citation again wanted to extend its own distribution  
14   line, correct?

15          A.    That's correct.

16          Q.    And it did not want electricity from  
17   Tri-County?

18          A.    That's correct.

19          Q.    And Todd Masten did say that this is  
20   AmerenIP's final position about any of the  
21   discussions, correct?

22          A.    I don't remember today saying specifically

1       that it was his final position.

2               Q.    How about Michael Tatlock, did he say this  
3       is AmerenIP's final position?

4               A.    I don't remember him saying that  
5       specifically.

6               Q.    And no one at the meeting had a Service  
7       Area Agreement with them, did they?

8               A.    No one at the meeting had a Service --

9               Q.    Had the Service Area Agreement with them?

10              A.    Oh, in possession.

11              Q.    Yeah.  Was the Service Area Agreement laid  
12       out for everyone to discuss at the meeting?

13              A.    I don't think so.

14              Q.    And no one from AmerenIP at the meeting  
15       discussed the language of the Service Area Agreement  
16       at the meeting, correct?

17              A.    I don't believe we discussed the exact  
18       language of the agreement.  The discussion was all  
19       geared toward we knew where the plant was located and  
20       everyone seemed to be in agreement that it was on our  
21       side of the boundary line.

22              Q.    Everyone was in agreement that the plant,

1 the gas plant, would be physically located in  
2 Tri-County's side?

3 A. Physically on our side of the boundary  
4 line, yes.

5 Q. Going back to -- but you don't believe  
6 anybody discussed, from AmerenIP, discussed the  
7 language of the Service Area Agreement?

8 A. We didn't discuss the language in the  
9 agreement, no.

10 Q. And do you know if Todd Masten is an  
11 officer of AmerenIP?

12 A. I do not know.

13 Q. How about Mike Tatlock, do you know if he  
14 is an officer of AmerenIP?

15 A. I do not know.

16 Q. You haven't done any investigations to  
17 determine what these gentlemen's titles are or what  
18 their positions are with AmerenIP?

19 A. I don't know their exact titles.

20 Q. At any time Citation never completed a  
21 written Request for Service, correct?

22 A. I have never seen a written Request for

1 Service.

2 Q. Or at any time Citation never completed a  
3 written application with Tri-County?

4 A. If they did, I did not see it.

5 Q. And at any time Tri-County never completed  
6 a staking sheet, correct?

7 A. I personally did not create a staking  
8 sheet.

9 Q. And at any time Citation never made a down  
10 payment for construction costs?

11 A. Not that I know of.

12 Q. And Tri-County never purchased any lines or  
13 transformers or a meter to serve the gas plant?

14 A. We would have had everything in stock to  
15 build a service of this size.

16 Q. Did anybody check to see what was in stock?

17 A. Specifically on this date, I am not sure if  
18 they did or not. We typically always have this in  
19 stock. We would have this in stock today.

20 Q. So then the answer to the question is that  
21 Tri-County never purchased anything specifically for  
22 the gas plant?

1           A.   Not specifically for the gas plant.  It  
2   would have all been in stock already.

3           Q.   But you don't recall anybody checking  
4   inventory to make sure that all the equipment is at  
5   hand?

6           MR. TICE:  I am going to object.  That's been  
7   asked and answered.

8           JUDGE JONES:  Response?

9           MR. BARON:  I am not quite sure.  He was  
10   talking -- I just wanted to clarify for the record.  
11   I am not trying to trick him or get him to change his  
12   answer.

13          JUDGE JONES:  That might be a slightly  
14   different answer question so I will allow it.  
15   Objection overruled and you may answer.

16          THE WITNESS:  Okay.  Can you repeat it?

17          BY MR. BARON:

18          Q.   Yeah, you don't recall anybody checking the  
19   stock at Tri-County?

20          A.   I don't know if anybody checked specific  
21   stock.

22          Q.   Tri-County, they never began constructing

1     any line or any facilities to connect to the gas  
2     plant.

3             A.    No, they did not.

4             Q.    And you didn't negotiate the Service Area  
5     Agreement, correct?

6             A.    That's correct.

7             Q.    And you weren't working there in 1968?

8             A.    I wasn't born yet.

9             Q.    And with the testimony that you filed with  
10    the Commission you don't mention that anybody -- or  
11    you don't testify that anybody who negotiated the  
12    Service Area Agreement has told you what the  
13    agreement is or what point of delivery means?

14            A.    No.

15            Q.    And before you worked at Tri-County did you  
16    work at Joy Mining Machinery?

17            A.    Yes, sir.

18            Q.    And did Joy make electrified machinery?

19            A.    Yes, sir.

20            Q.    And what was the highest rated voltage on  
21    any electric motor made?

22            A.    The motors that -- the highest voltage

1     motors that Joy made or used at the time I worked for  
2     them would have been 4,160 volts.

3             Q.    Do you know were there any bigger motors  
4     made by competitors?

5             A.    I don't know that.

6             Q.    So that means that the machinery required  
7     4,000 volts to operate?

8             A.    Yes.

9             MR. BARON:   No further questions.

10            JUDGE JONES:   Mr. Smith?

11            MR. SMITH:   No questions.

12            JUDGE JONES:   Mr. Tice, redirect?

13            MR. TICE:   Yes.

14                               REDIRECT EXAMINATION

15            BY MR. TICE:

16            Q.    Mr. Grubb, when you went -- why did you go  
17     to the Citation site of the Citation gas plant on  
18     February 18, 2005?

19            A.    I was directed by my supervisor Dennis that  
20     he had received a call from Citation requesting  
21     service to a new gas plant that they were going to  
22     build.   So he asked that I go to the site, meet them

1     for some preliminary investigation as to what we  
2     would need to do to give them service.

3             Q.    What would your preliminary investigation  
4     consist of normally?

5             A.    Normally to see where exactly the site was  
6     located to determine if it was on our side of the  
7     boundary line so that we would be serving  
8     electricity, then to also check out what lines we  
9     have in the vicinity of the new load and see what  
10    kind of construction we would need to get electricity  
11    to the new load.

12            Q.    Is that generally within your job  
13    description at that time?

14            A.    Yes, sir, do it every day.

15            Q.    And is that -- the February 18, 2005,  
16    meeting, is that when you took these measurements  
17    that you have referred to in the letter of February  
18    18, 2006, and marked as Exhibit C-2?

19            A.    Yes.  We did some measuring that day, did  
20    not write down the measurements specifically because  
21    we knew the measurements could change.

22            Q.    How did you do the measurements?  With a

1     tape measure?

2             A.     With a measuring wheel.

3             Q.     Did anyone assist you in making those

4     measurements?

5             A.     No.

6             Q.     Did anyone tell you where the spot

7     generally was that the gas plant was proposed to be

8     located?

9             A.     Michael Garden.   We walked out to an area

10    that he said this is approximately where it will be.

11            Q.     Was there any physical structure there at

12    that time?

13            A.     No, sir.

14            Q.     So was this to be a new structure?

15            A.     I assume that, yes.

16            Q.     And was it to be a new electrical load?

17            A.     There was nothing there at the time.

18            Q.     Didn't exist prior to that day, right?

19            MR. SMITH:   Asked and answered.

20            MR. TICE:   I will withdraw the question.

21            Q.     What other information did you obtain at

22    that meeting on February 18, 2005, other than what

1     you have told us about now today?

2             A.     That's about it.   It was a relatively short  
3     meeting.

4             Q.     And why did you go back on March 10, 2005,  
5     to this site?

6             A.     Once again Dennis, my supervisor, had  
7     received a call requesting more information.   So he  
8     asked that I go back out and meet some people from  
9     Citation at site again.

10            Q.     Was it the same site that you went to on  
11     February 18, 2005?

12            A.     Yes, same site.

13            Q.     And who was present at that time besides  
14     yourself?

15            A.     That was Michael Garden and Clyde Finch.

16            Q.     Did they introduce themselves as  
17     representatives of Citation?

18            A.     Yes.   Michael I had already met.   Clyde  
19     handed me his business card and it had Citation's  
20     name on it.

21            Q.     What did they tell you with respect to the  
22     additional information about the gas plant at that

1 site at that time?

2 MR. BARON: Object to -- this is outside of the  
3 scope of cross. The one thing I asked about the  
4 March 10 meeting was did you attend a March 10  
5 meeting. I never asked about any conversations, any  
6 discussion that they had.

7 MR. SMITH: Join.

8 JUDGE JONES: Hold off on your answer and we  
9 will hear from Mr. Tice.

10 MR. TICE: I think it is relevant with respect  
11 to the March 10 meeting as to who he met and what  
12 their connection was with Citation and if there was  
13 any further discussion about requesting electric  
14 service from Tri-County at that site for that gas  
15 plant. They have questioned this witness on cross  
16 examination about there being nothing in writing  
17 about the request for service, implying, I think,  
18 that there was no request for service.

19 I think I am entitled to ask this  
20 witness if there was any other things said verbally  
21 regarding the request for service.

22 JUDGE JONES: All right.

1           MR. BARON: I say, yeah, I believe it might  
2 even be in direct or should have been in direct. In  
3 my cross I had never asked him if there was never any  
4 application. I asked him if there is a written  
5 application, if there is a written request for  
6 service. As to the March 10 meeting, I never asked  
7 about any conversation at the March 10 meeting. And  
8 in Mr. Grubb's direct testimony there is evidence  
9 about conversations they had on March 10, but that  
10 was not discussed in my cross.

11           MR. TICE: Well, but there is an objection on  
12 file.

13           JUDGE JONES: I am going to allow the question,  
14 it is a border line question like some of the others  
15 in terms of whether it is in the nature of a  
16 follow-up question to cross or whether the door was  
17 opened on cross to permit this line of questioning.  
18 It is not just a matter of what exactly was asked on  
19 cross about the March 10 meeting, but it is also  
20 about what was asked on cross about request for  
21 service and that sort of thing. So it is kind of a  
22 combination of things that were asked on cross. As

1 Mr. Tice has pointed out, I think there is enough of  
2 a connection there to permit the question, in any  
3 event.

4 So the objection is overruled for that  
5 reason and the witness will be allowed to answer it.  
6 Do you need it read back?

7 THE WITNESS: Probably.

8 JUDGE JONES: Ms. Reporter, would you read that  
9 back?

10 (Whereupon the requested portion  
11 of the record was read back by  
12 the Reporter.)

13 THE WITNESS: A. Clyde Finch told me that the  
14 plans were proceeding to build a gas plant at that  
15 site and he provided me with an estimated load, what  
16 the estimated loads, would be of the site which would  
17 be pertinent information when you are trying to plan  
18 a new service to the site.

19 BY MR. TICE:

20 Q. By load you mean the electrical load?

21 A. Yeah, the electrical, what the electrical  
22 load would be to the site.

1           Q.    To run electrical motors and things like  
2   that?

3           A.    Yes, it even listed out the sizes and  
4   quantities of the motors.

5           Q.    Is that your Exhibit C-2?

6           A.    That is my Exhibit C-1.

7           Q.    I am sorry, C-1, right.  Why would that be  
8   necessary in your planning for providing electric  
9   service to a site?

10          A.    This is the type of information that we use  
11   to size transformers, to make sure we have adequate  
12   wire size, make sure we have capacity on our lines to  
13   serve what load we are going to hook up.

14          Q.    Would your acquiring of that type of  
15   information from the customer or potential customer  
16   concerning needs for electrical load be a typical  
17   item of information you would require during the  
18   process of a request for service?

19          A.    Yes, we always ask the customer for the  
20   types and kind and size of loads so we make sure we  
21   give them adequate service.

22          Q.    With respect to the June 22, 2005, meeting,

1 no one attended that -- did anyone attend that  
2 meeting from IP?

3 A. No. The June 22 meeting was myself and  
4 Marcia and the two men from Citation.

5 Q. On the July 5, 2005, meeting there were  
6 members, representatives, from IP attending that  
7 meeting with you and Marcia Scott and Dennis Ivers  
8 and Citation personnel, is that correct?

9 A. Yes, Todd Masten and Mike Tatlock were  
10 there.

11 Q. You were asked questions on cross  
12 examination about that meeting, whether Todd Masten  
13 or Michael Tatlock ever specifically said that the  
14 Citation gas plant was a new point of delivery. What  
15 was your understanding of the position of IP at that  
16 table?

17 MR. BARON: Objection. That exceeds the scope  
18 of cross exam. I never asked about any understanding  
19 the witness had.

20 MR. TICE: But you asked about specifically --  
21 said certain things, made certain specific  
22 statements. But I think I am entitled to come back

1     and ask this witness what the understanding of the  
2     parties, at least as IP as he understood it, were on  
3     the question of service at that meeting. I think I  
4     can clarify.

5             JUDGE JONES: Are you saying there was some  
6     questioning about IP's statements or position  
7     expressed at that meeting regarding the issue you  
8     want to inquire about now?

9             MR. TICE: Yes.

10            JUDGE JONES: You are saying there was cross on  
11     that?

12            MR. TICE: Yes. He asked specifically about  
13     whether they said a certain statement or not.

14            JUDGE JONES: What statement was that?

15            MR. TICE: I think it was whether or not -- I  
16     think he asked this witness if IP ever said whether  
17     this was a new point of delivery, the gas line site.

18            MR. BARON: I can't independently say -- that  
19     doesn't sound right. I am sorry.

20            JUDGE JONES: No. Well, again we have sort of  
21     a dispute over what actually specifically was asked.  
22     And rather than keep people waiting here while we go

1 back through there, which is one way to do it, I  
2 guess the other way is, based on Mr. Tice's  
3 representation it's in there, I will allow the  
4 question with leave to IP to file a motion if its  
5 review of the transcript discloses otherwise in IP's  
6 opinion. Again, we have a disagreement over what was  
7 asked, and that's not too surprising there would be  
8 some of those over the course of examination of  
9 witnesses.

10 So with that, the question is allowed  
11 on that basis and you may answer. Do you need it  
12 read back?

13 THE WITNESS: Probably.

14 JUDGE JONES: Would you read the question back,  
15 please?

16 (Whereupon the requested portion  
17 of the record was read back by  
18 the Reporter.)

19 THE WITNESS: A. At the meeting I don't recall  
20 ever talking specifically about point of delivery,  
21 but the whole meeting was geared toward the new load  
22 of the gas plant and no one ever raised a question of

1     whose territory it was in. To me it was understood  
2     by everyone there that the new gas plant was on  
3     Tri-County's side of the territorial boundary line.

4             MR. TICE: I have no other questions.

5             JUDGE JONES: Mr. Baron, some recross?

6                     RECROSS EXAMINATION

7             BY MR. BARON:

8             Q. Exhibit C-1, you testified about that just  
9     a few minutes ago on redirect, correct?

10            A. Yes, sir.

11            Q. And that was estimated loads, correct?

12            A. Yes, sir.

13            Q. I think it even says on Exhibit C-1 it is  
14     estimated loads?

15            A. Estimates, yes.

16            Q. And you have no knowledge that the  
17     equipment that Tri-County actually installed at the  
18     gas plant is what's on this sheet -- or Citation  
19     installed was on this sheet of paper?

20            A. I have not been inside the gas plant. I  
21     don't know what's in it.

22            Q. No knowledge?

1           A.    No knowledge.

2           MR. BARON:   I have no other questions.

3           JUDGE JONES:   Mr. Smith, did you have anything?

4           MR. SMITH:   No.

5           MR. TICE:    I have, yes.

6                        RE-REDIRECT EXAMINATION

7           BY MR. TICE:

8           Q.    You have visited the site where the gas

9   plant was constructed, have you not, Mr. Grubb?

10          A.    I have been outside at the site.

11          Q.    That was during one of the official

12   investigations, inspections, of the Salem Oil Field

13   and the gas plant site?

14          A.    Yes, sir.

15          Q.    Have you seen whether or not there is a

16   transformer installed at the site to where you and

17   Clyde Finch and Michael Garden examined the

18   possibility of locating the gas plant?

19          MR. BARON:   Objection, outside the scope of my

20   recross.   I only asked about that one exhibit and if

21   it was an estimate and then if he knows if that's

22   actually what was installed.

1           MR. TICE:   He asked him --

2           MR. BARON:   Nothing about a transformer.

3           MR. TICE:   He's asked about if the load motors

4   were installed there.  Unless it is inside the

5   building, I think I can ask if he knows if there was

6   something installed there outside.  He inspected the

7   site.

8           JUDGE JONES:  Are you talking about something

9   on C-1 or are you talking about something else?

10          MR. TICE:   I am talking about the transformer.

11   That's what would be outside.

12          JUDGE JONES:  Were there any questions about

13   that on redirect?

14          MR. TICE:   No, there was not.  There was not.

15          JUDGE JONES:  All right.  Objection sustained.

16   I have been somewhat liberal in allowing the three --

17   phase questions.

18          MR. TICE:   All right.  I have no other

19   questions.

20          JUDGE JONES:  But I think it would be the

21   appropriate place to draw the line on this one.

22          MR. TICE:   I have no other questions.

1 JUDGE JONES: Thank you, sir.

2 (Witness excused.)

3 MR. TICE: I would ask that again that -- I  
4 think you already ruled on this, that Tri-County  
5 Exhibit C and C-1 and C-2 be admitted subject to the  
6 motion to strike certain portions.

7 JUDGE JONES: All right. That was ruled on and  
8 the record reflects that the prepared testimony of  
9 Mr. Grubb, along with attached Exhibits C-1 and C-2  
10 are admitted into the evidentiary record with the  
11 exception of the objected-to portions which will be  
12 addressed and ruled upon later.

13 Off the record regarding scheduling  
14 related things.

15 (Whereupon there was then had an  
16 off-the-record discussion.)

17 JUDGE JONES: Back on the record. Let the  
18 record show there was a short off-the-record  
19 discussion regarding near term scheduling, and I  
20 believe the preference of the parties is to resume at  
21 9:30 in the morning so that's what we will do. The  
22 matter is hereby continued until 9:30 tomorrow

1 morning.

2 (Whereupon the hearing in this  
3 matter was continued until  
4 January 13, 2011, at 9:30 a.m.  
5 in Springfield, Illinois.)

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